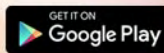
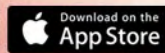


# EXHIBIT 10



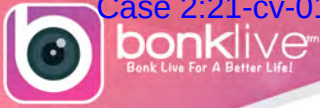
**bonk**live™

Bonk Live For A Better Life!



# PRIVATE PLACEMENT MEMORANDUM WITH SUBSCRIPTION DOCUMENTATION





Recipient Name: \_\_\_\_\_

Memorandum No. \_\_\_\_\_

**CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM  
OFFERED TO ACCREDITED AND SOPHISTICATED INVESTORS ONLY**

**BOINK LIVE STREAMING CORP.**



**\$10,000,000**

**2,000,000 Shares of Common Stock**

**Offering Price: \$5.00 per Share**

**Minimum Purchase: 4,000 Shares (\$20,000)<sup>1</sup>**

**No Minimum Offering**

**Maximum Offering: 2,000,000 Shares (\$10,000,000)<sup>2</sup>**

This Confidential Private Placement Memorandum (the “Memorandum”) describes the private offering (the “Offering”) by Boink Live Streaming Corp., a Delaware corporation, of a maximum of 2,000,000 Shares (the “Maximum Offering”) of our common stock (the “Shares” or the “Securities”) at a price of \$5.00 per Share (the “Offering Price”). Our management personnel on our behalf are offering the Shares to an unlimited number of accredited investors and up to 35 non-accredited but sophisticated investors only on a “best-efforts” basis. Subscription proceeds will be deposited into our business bank account maintained by Chase Bank while acceptance thereof is pending. The Offering will be terminated upon the earlier to occur of: (1) completion of the Maximum Offering; or (2) termination or extension by us.

**THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, (THE “ACT”) OR APPLICABLE STATE SECURITIES LAWS, NOR HAS THE SEC OR ANY STATE REGULATORY AUTHORITY PASSED UPON THE ACCURACY OR ADEQUACY OF THIS MEMORANDUM OR ENDORSED THE MERITS OF THIS OFFERING AND REPRESENTATION TO THE CONTRARY IS UNLAWFUL. AN INVESTMENT IN THE SECURITIES IS SPECULATIVE AND INVOLVES A HIGH DEGREE OF RISK. SEE “RISK FACTORS” BEGINNING ON PAGE 6.**

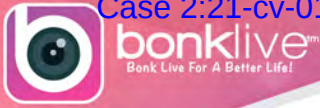
For further information  
Please contact: John  
Lamb, President

**THE DATE OF THIS  
MEMORANDUM IS  
August 28, 2017**

Email: [info@bonklive.com](mailto:info@bonklive.com)  
Phone: (949) 613-5175

<sup>1</sup> We may waive the minimum investment requirement in our sole and absolute discretion.

<sup>2</sup> We may sell Shares pursuant to over-allotments of an amount not to exceed 25% of the Shares offered hereby (the “over-allotment option”). If exercised, such over-allotment option would increase gross proceeds to us by a maximum of \$2,500,000, in which case the total Maximum Offering would be 2,500,000 Shares for \$12,500,000.



## INVESTOR INFORMATION

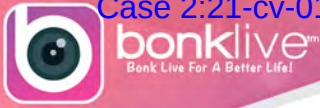
THE SHARES ARE SPECULATIVE SECURITIES. PLEASE READ THIS ENTIRE MEMORANDUM, INCLUDING THE ATTACHED EXHIBITS. THEY CONTAIN INFORMATION YOU SHOULD KNOW BEFORE PURCHASING ANY SECURITIES UNDER THIS OFFERING. IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF OUR COMPANY AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED, APPROVED OR DISAPPROVED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT PASSED UPON OR CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

INVESTORS MUST MEET CERTAIN QUALIFICATIONS. THE SECURITIES ARE BEING OFFERED ONLY TO “ACCREDITED INVESTORS” AS THAT TERM IS DEFINED IN RULE 501 OF REGULATION D OF THE ACT AND TO INVESTORS WHO MEET THE SOPHISTICATION REQUIREMENTS OF RULE 506(b)(2)(ii). WE RESERVE THE RIGHT TO REJECT ANY SUBSCRIPTION IN WHOLE OR IN PART IN OUR SOLE DISCRETION. SEE “SUITABILITY STANDARDS.”

THESE SECURITIES ARE BEING OFFERED SUBJECT TO ACCEPTANCE, PRIOR SALE, WITHDRAWAL, CANCELLATION OR MODIFICATION OF THE OFFER AT ANY TIME WITHOUT NOTICE.

THE INFORMATION CONTAINED IN THIS MEMORANDUM IS PROPRIETARY TO US AND IS BEING SUBMITTED TO PROSPECTIVE INVESTORS SOLELY FOR SUCH INVESTORS’ USE WITH THE EXPRESS UNDERSTANDING THAT, WITHOUT OUR PRIOR EXPRESS WRITTEN PERMISSION, SUCH PERSONS WILL NOT RELEASE THIS DOCUMENT OR DISCUSS THE INFORMATION CONTAINED HEREIN OR MAKE REPRODUCTIONS OF OR USE THIS MEMORANDUM FOR ANY PURPOSE OTHER THAN EVALUATING A POTENTIAL INVESTMENT IN THE SECURITIES. ANY OFFEREE ACCEPTING DELIVERY OF THIS MEMORANDUM AGREES TO KEEP STRICTLY CONFIDENTIAL THE CONTENTS OF THIS MEMORANDUM AND SUCH OTHER MATERIAL AND TO RETURN THIS MEMORANDUM AND ALL RELATED DOCUMENTS TO US IF THE OFFEREE DOES NOT SUBSCRIBE TO PURCHASE ANY OF THE SECURITIES OFFERED, THE OFFEREE’S SUBSCRIPTION IS NOT ACCEPTED, OR THIS OFFERING IS TERMINATED OR WITHDRAWN.

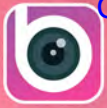
OFFEREEES ARE NOT TO CONSTRUE THE CONTENTS OF THE MEMORANDUM AS LEGAL, BUSINESS, INVESTMENT OR TAX ADVICE. EACH



OFFEREE SHOULD CONSULT HIS OR HER OWN COUNSEL, ACCOUNTANT AND OTHER ADVISORS AS TO LEGAL, TAX, BUSINESS, OR INVESTMENT ADVICE AND RELATED MATTERS CONCERNING THE INVESTMENT DESCRIBED HEREIN AND ITS SUITABILITY.

THIS MEMORANDUM INCLUDES CERTAIN STATEMENTS, ESTIMATES AND PROJECTIONS OF OUR COMPANY WITH RESPECT TO THE ANTICIPATED FUTURE BUSINESS AND PERFORMANCE OF OUR COMPANY. SUCH STATEMENTS, ESTIMATES AND PROJECTIONS REFLECT VARIOUS ASSUMPTIONS OF MANAGEMENT, WHICH ASSUMPTIONS MAY OR MAY NOT PROVE TO BE CORRECT. CERTAIN INFORMATION PRESENTED IN THIS MEMORANDUM CONSTITUTES “FORWARD-LOOKING STATEMENTS” WITHIN THE MEANING OF THE PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995, WHICH CAN BE IDENTIFIED BY THE USE OF FORWARD-LOOKING TERMINOLOGY SUCH AS “MAY,” “EXPECT,” “BELIEVE,” “ANTICIPATE,” “ESTIMATE,” “PLAN,” OR “CONTINUE,” OR THE NEGATIVE THEREOF OR OTHER VARIATIONS THEREON OR COMPARABLE TERMINOLOGY. SUCH FORWARD-LOOKING STATEMENTS REPRESENT THE SUBJECTIVE VIEWS OF OUR MANAGEMENT AND MANAGEMENT’S CURRENT ESTIMATES OF FUTURE PERFORMANCE ARE BASED ON ASSUMPTIONS WHICH MANAGEMENT BELIEVES ARE REASONABLE BUT WHICH MAY OR MAY NOT PROVE TO BE CORRECT. THERE CAN BE NO ASSURANCE THAT MANAGEMENT’S VIEWS ARE ACCURATE OR THAT MANAGEMENT’S ESTIMATES WILL BE REALIZED, AND NOTHING CONTAINED HEREIN IS OR SHOULD BE RELIED ON AS A PROMISE AS TO OUR FUTURE PERFORMANCE OR CONDITION. INDUSTRY EXPERTS MAY DISAGREE WITH THESE ASSUMPTIONS AND WITH MANAGEMENT’S VIEW OF OUR MARKET AND PROSPECTS.

PRIOR TO MAKING AN INVESTMENT DECISION RESPECTING THE SECURITIES OFFERED HEREBY, A PROSPECTIVE INVESTOR SHOULD CAREFULLY REVIEW AND CONSIDER THE CONTENTS OF THE ENTIRE MEMORANDUM AND THE DOCUMENTS TO WHICH WE HAVE REFERRED YOU. PROSPECTIVE INVESTORS ARE URGED TO MAKE ARRANGEMENTS WITH US TO INSPECT ANY DOCUMENT REFERRED TO IN THIS MEMORANDUM AND OTHER DATA RELATING TO THIS OFFERING. OUR MANAGEMENT IS AVAILABLE TO DISCUSS WITH PROSPECTIVE INVESTORS ANY MATTER SET FORTH IN THIS MEMORANDUM OR ANY OTHER MATTER RELATING TO THE SECURITIES OFFERED HEREBY IN ORDER THAT PROSPECTIVE INVESTORS AND THEIR REPRESENTATIVES MAY HAVE AVAILABLE TO THEM ALL INFORMATION, FINANCIAL AND OTHERWISE, RELATING TO THIS INVESTMENT. WE UNDERTAKE (1) TO MAKE AVAILABLE TO EVERY OFFEREE AND ITS REPRESENTATIVES, DURING THE COURSE OF THIS TRANSACTION AND PRIOR TO THE SALE, ANY REASONABLY AVAILABLE INFORMATION REQUESTED BY THEM REGARDING US OR OUR MANAGEMENT, (2) TO GIVE EACH INVESTOR THE OPPORTUNITY TO ASK QUESTIONS OF AND RECEIVE ANSWERS FROM US CONCERNING ALL TERMS AND CONDITIONS OF THIS OFFERING, AND (3)



TO OBTAIN ANY ADDITIONAL INFORMATION NECESSARY TO VERIFY THE ACCURACY OF INFORMATION MADE AVAILABLE HEREIN.

NO PERSON HAS BEEN AUTHORIZED IN CONNECTION WITH THIS OFFERING TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS MEMORANDUM, EXCEPT AS IS MADE AVAILABLE BY US PURSUANT TO THE ABOVE UNDERTAKINGS. OUR ADVERTISEMENTS ARE NOT PART OF THE MEMORANDUM. NO OFFERING LITERATURE OR ADVERTISING IN ANY FORM IS AUTHORIZED FOR USE IN CONNECTION WITH THIS OFFERING EXCEPT FOR THIS MEMORANDUM, THE EXHIBITS ATTACHED HERETO, AND ANY AMENDMENTS HERETO. ONLY THOSE REPRESENTATIONS SET FORTH IN THIS MEMORANDUM MAY BE RELIED UPON IN CONNECTION WITH THIS OFFERING.

EXCEPT AS OTHERWISE INDICATED, THIS MEMORANDUM SPEAKS AS OF THE DATE HEREOF. NEITHER THE DELIVERY OF THIS MEMORANDUM NOR ANY SALE MADE HEREUNDER SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN OUR AFFAIRS AFTER THE DATE HEREOF. THE SUMMARIES OF THE EXHIBITS TO THIS MEMORANDUM ARE QUALIFIED IN ALL RESPECTS BY A REFERENCE TO THE EXHIBITS THEMSELVES.

THIS MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO BUY THE SECURITIES IN ANY STATE OR OTHER JURISDICTION OR TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE SUCH OFFER OR SOLICITATION.

EACH RECIPIENT OF THIS MEMORANDUM IS ENCOURAGED TO TAKE THE OPPORTUNITY TO ASK QUESTIONS CONCERNING THE TERMS AND CONDITIONS OF THIS OFFERING. ANY COMMUNICATIONS OR INQUIRIES RELATING TO THIS MEMORANDUM SHOULD BE REFERRED TO US AS FOLLOWS:

**Boink Live Streaming Corp.**  
**Attn: John Lamb, CEO**  
**Phone:** (949) 613-5175  
**Email:** [info@bonklive.com](mailto:info@bonklive.com)





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## SUMMARY OF THE OFFERING

*This summary of certain provisions of this Memorandum is intended only for convenient reference. It is not intended to be complete and is qualified in its entirety by the more detailed information about us and the Securities being sold in this Offering contained elsewhere in the Memorandum and in the exhibits hereto. Because this is a summary only, each Investor should read this entire Memorandum carefully, including the discussion of the material risks of investing in the Securities in "Risk Factors." The term "Investor" shall mean qualified entities receiving this Memorandum. Upon acceptance of an Investor's subscription, the Investor shall then become a "Shareholder" of us. Unless otherwise noted, the terms "Company," "we", "us" and "our" as used in this Memorandum, refer to Boink Live Streaming Corp., a Delaware corporation.*

### *The Company:*

Boink Live Streaming Corp. is a Delaware corporation formed on August 22, 2017. We plan to launch our application for broadcasting and watching live streaming videos free for download on iTunes store, Apple and Android; and through our website at [www.boinklive.com](http://www.boinklive.com). Our address is 42 Broadway, Suite 1536, New York, NY 10004.

### *Securities Offered:*

We are offering a maximum of 2,000,000 Shares with no minimum of our common stock at a price of \$5.00 per Share to an unlimited number of investors who qualify as "accredited investors," as such term is defined under Regulation D adopted under the Act. A \$20,000 minimum investment is required. The discussions in this Memorandum do not assume the exercise of any of the over-allotment option.

### *Distributions to Investors:*

Investors are accepted as Shareholders upon the Executive's acceptance of their Subscription Agreement. Distributions are made only to Shareholders listed in our books and records. Beginning six months after the close of the initial quarter in which funds have been invested (the "Investment Period"), we plan to distribute quarterly distributions to our Shareholders according to the following schedule:

Distributable Operating Income: "Distributable Operating Income" means net profits from all activities that generate a positive cash flow less (i) operating expenses; (ii) current principal and interest payments on financing; (iii) amounts reserved by the Board of Directors of the Company (the "Board") in its sole discretion subject to certain conditions;



and (iv) amounts invested or reserved by the Board for repairs, maintenance or improvements.

100% of our Distributable Operating Income shall be distributed first to the Shareholders until they have received a 3% per year cumulative non-compounded priority return on their invested capital prior to any Distributable Operating Income being distributed to the majority shareholder on account of its interest (the “Preferred Return”).

After payment in full of the Preferred Return, 100% of the Net Profits Return shall be distributed to the Majority Shareholder until the Majority Shareholder has received 10% of the aggregate Preferred Return (the “Catch Up”).

After payment in full of the Preferred Return and the Catch Up, any additional Distributable Operating Income shall be distributed proportionally to the Shareholders (the “Distributions”).

Upon our initial public offering or sale of substantially all our assets or merger, Shareholders shall receive a return of all their capital, including without limitation any accrued but unpaid Preferred Return, followed by the Catch Up, following which any remaining funds shall be distributed proportionally to our Shareholders pursuant to regular Distributions.

*Securities Outstanding:*

We currently have 104,026,350 Shares issued and outstanding. If the Maximum Offering is completed, we will have 106,026,350 Shares issued and outstanding.

*Plan of Distribution:*

The Shares are being offered by our management personnel on our behalf on a “best-efforts” basis. We reserve the right to retain broker-dealers that are registered as such with the SEC and that are members of the Financial Industry Regulatory Authority to participate in the Offering and may compensate any such participant with a portion of the proceeds from this Offering for their services. All Investor subscription proceeds will be deposited in a non-interest-bearing Business Bank Account maintained at Chase Bank (the “Business Bank Account”). The Offering will be open until the Maximum Offering is reached, but no later than August 28, 2018, unless earlier terminated or later extended by us. See “Plan of Distribution.”

*Investor Suitability:*

This Offering will be made pursuant to exemptions from registration provided by Section 4(2) of the Act, Regulation D

promulgated thereunder, and exemptions available under applicable state securities laws and regulations. Persons desiring to invest in the Shares will be required to make certain representations and warranties regarding their financial condition in the Subscription Agreement attached hereto as Exhibit B. Such representations include, but are not limited to, certification that the Investor is an accredited investor or is an Investor who, either alone or with his or her purchaser representative, has such knowledge and experience in financial and business matters that he, she or it is capable of evaluating the merits and risks of the prospective investment (“Sophisticated Investor”). We reserve the right to reject any subscription in whole or in part in our sole discretion. See “Suitability Standards.”

*Subscriptions:*

Investors who wish to subscribe for the Shares may do so by executing the Subscription Agreement attached hereto as Exhibit B and delivering to us the completed materials and payment for the Shares. A subscription may not be considered for acceptance unless it is completely filled out and properly executed and is accompanied by payment in full for the Shares being purchased. Subscriptions accompanied by payment in the form of a personal check, if accepted, will be so accepted conditioned upon and subject to clearance of the check and the Shares will not be delivered until the check clears. Investors will have no right to demand return of subscription proceeds that have been tendered to us and are awaiting our acceptance or rejection. Funds accompanying any subscription we reject will be promptly returned to the Investor without interest thereon or deduction therefrom.

THE SUBSCRIPTION AGREEMENT INCLUDES CERTAIN REPRESENTATIONS AND WARRANTIES OF THE INVESTOR ON WHICH WE WILL RELY IN DETERMINING WHETHER TO ACCEPT THE SUBSCRIPTION. PROSPECTIVE INVESTORS ARE URGED TO READ THE SUBSCRIPTION AGREEMENT CAREFULLY AND, TO THE EXTENT THEY DEEM APPROPRIATE, TO DISCUSS THE SUBSCRIPTION AGREEMENT, THIS MEMORANDUM AND THEIR PROPOSED INVESTMENT IN THE SECURITIES WITH THEIR LEGAL OR OTHER ADVISORS.

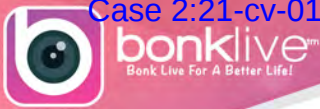
*Limitation on Transfer:*

There are limitations on the transferability of the Shares offered herein. These Shares are not freely transferable and there is no public market for the Shares. See “Risk Factors—The Shares have limited transferability.”

*Risk Factors:*

The Shares offered hereby are a speculative investment, involving a high degree of risk, including the loss of the entire investment. See “Risk Factors.”





## EXECUTIVE SUMMARY

*You should read the following summary together with the more detailed information about our company and in the documents incorporated by reference in this Memorandum. Because this is a summary only, you should read the rest of this Memorandum, including the documents incorporated by reference in this Memorandum, before you invest. Read this entire Memorandum carefully, especially the risks described under “Risk Factors.”*

### Our Company

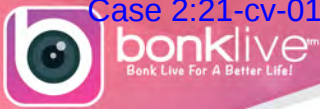
Boink Live Streaming Corp. was formed as a Delaware corporation on August 22, 2017, for the purpose of creating a social media platform based on broadcasting and watching live streaming videos. Our corporate offices are located at 42 Broadway Suite 1536, New York, NY 10004. We have set up strategic offices throughout Asia and in the United States of America. Our application was programmed by Populace Inc. and will be available on iTunes store, Apple and Android. We refer to Boink Live Streaming Corp. throughout this Memorandum as “Boink”, “we”, “our”, “our company”, or the “company”.

We have created a free to download mobile application that allows its users to watch and broadcast live streaming videos while earning rewards and cash. With one click our users will be able to go live, broadcast themselves, meet new people, connect with their favorite celebrities and gain followers, all by sharing their moments, lifestyle and attitude. Our application features live streaming and chat so our users may stream videos and use our live chat to comment and talk during the live stream; stickers that stay on the face while broadcasting; and live filters and make up effects to liven up the streaming video they are broadcasting. The application also includes live feed search by the use of hashtags allowing users to find videos and broadcasters in line with their interests, hobbies and personalities. Live stream can be shared through other popular social media platforms such as Facebook, Twitter, Instagram and Snapchat to gain followers. The application will allow its users to send gifts to their favorite broadcasters. These gifts can be turned into gold bars which can be redeemed for real money.

Boink will capitalize on the growing entertainment market across the world through the production and promotion of high quality streaming entertainment. With strategic offices located in the Philippines, Indonesia, the United Kingdom and the United States, we anticipate the company will become highly profitable through the sale of gifts and advertising purchased through iTunes, google store, and PayPal.

### Distributions to Shareholders

Investors are accepted as Shareholders upon the Executive’s acceptance of their Subscription Agreement. Distributions are made only to Shareholders listed in our books and records. Beginning six months after the close of the initial quarter in which funds have been invested (the “Investment Period”), we plan to distribute quarterly distributions to our Shareholders according to the following schedule:



**Distributable Operating Income:** “Distributable Operating Income” means net profits from all activities that generate a positive cash flow less (i) operating expenses; (ii) current principal and interest payments on financing; (iii) amounts reserved by the Board of Directors of the Company (the “Board”) in its sole discretion subject to certain conditions; and (iv) amounts invested or reserved by the Board for repairs, maintenance or improvements.

100% of our Distributable Operating Income shall be distributed first to the Shareholders until they have received a 3% per year cumulative non-compounded priority return on their invested capital prior to any Distributable Operating Income being distributed to the majority shareholder on account of its interest (the “Preferred Return”).

After payment in full of the Preferred Return, 100% of the Net Profits Return shall be distributed to the Majority Shareholder until the Majority Shareholder has received 10% of the aggregate Preferred Return (the “Catch Up”).

After payment in full of the Preferred Return and the Catch Up, any additional Distributable Operating Income shall be distributed proportionally to the Shareholders (the “Distributions”).

Upon our initial public offering or sale of substantially all our assets or merger, Shareholders shall receive a return of all their capital, including without limitation any accrued but unpaid Preferred Return, followed by the Catch Up, following which any remaining funds shall be distributed proportionally to our Shareholders pursuant to regular Distributions.

## **Our Management**

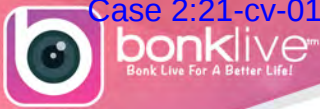
John Robert Lamb our President and Chief Executive Officer, manages our Company. See “Management and Executive Compensation.”

## **Summary Of Risk Factors**

Investors in our company are and will be subject to numerous risks, primarily in three main areas:

- Risks inherent in start-up and developing companies generally;
- Risks relating to our business and industry and in attempting to commercialize new technological applications; and
- Risks related to Shares of common stock of Boink Live Streaming Corp., which are not traded on an exchange and provide no liquidity to investors.

These risk factors are detailed under “Risk Factors” in this Memorandum. Authorized recipients of this Memorandum are encouraged to read and understand all of the risk factors detailed under “Risk Factors” in this Memorandum.



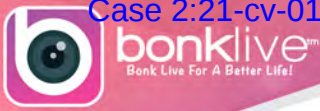
## Corporate Information

Boink Live Streaming Corp. was incorporated on August 22, 2017, under the laws of the State of Delaware. Our principal executive offices are located at 42 Broadway Suite 1536, New York, NY 10004, and our telephone number is (949) 613-5175. Our website can be found at [www.boinkliven.com](http://www.boinkliven.com). Information contained on our website is not intended to be a prospectus or other securities offering document and does not constitute a part of this Memorandum.

## Financial Statements

Our company has not engaged an independent auditor for our financial statements. We generally prepare unaudited financial statements for our company in conformity with accounting principles generally accepted in the United States as of the end of each calendar quarter and year-end. These financial statements will be sent to all stockholders of our company and provided to prospective investors. The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires our management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements, the reported amounts of revenues and expenses during the reporting period and the disclosure of contingent assets and liabilities at the date of the financial statements. Actual results could differ from those estimates. Any financial statements we deliver with this Memorandum are unaudited and should not be relied on. See “Risk Factors—We have not yet prepared audited financial statements.”





## BOINK RISK FACTORS

An investment in our Shares involves a high degree of risk. Each Investor should carefully consider the risks and uncertainties described below and the other information in this Memorandum before deciding whether to invest in the Securities. The occurrence of any of the following risks, among others, could materially and adversely affect our business, financial condition, and operating results. In any such case, Investors may lose part or all of their investment.

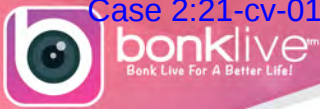
### Risks Related to Our Business, Industry and Operations

*We have a limited operating history in a new and unproven market for our platform, which makes it difficult to evaluate our future prospects and may increase the risk that we will not be successful.*

We have developed a global platform for public self-expression and conversation in real time by live streaming video and chat, and the market for our products and services is relatively new and may not develop as expected, if at all. People who are not our users may not understand the value of our products and services and new users may initially find our product confusing. There may be a perception that our products and services are only useful to influential users with large audiences, especially due to our gifts and rewards feature. Convincing potential new users of the value of our products and services is critical to increasing our user base and to the success of our business.

We have a limited operating history which makes it difficult to effectively assess our future prospects or forecast our future results. You should consider our business and prospects in light of the risks and challenges we encounter or may encounter in this developing and rapidly evolving market. These risks and challenges include our ability to, among other things:

- increase our number of users and user engagement;
- successfully expand our business, especially internationally;
- develop a reliable, scalable, secure, high-performance technology infrastructure that can efficiently handle increased usage globally;
- convince advertisers of the benefits of promoting their products with us, compared to alternative forms of advertising;
- develop and deploy new features, products and services;
- successfully compete with other companies, some of which have substantially greater resources and market power than us, that are currently in, or may in the future enter, our industry, or duplicate the features of our products and services;
- attract, retain and motivate talented employees, particularly engineers, artists, designers and product managers;
- process, store, protect and use personal data in compliance with governmental regulations, contractual obligations and other obligations related to privacy and security;
- continue to earn and preserve our users' trust, including with respect to their private personal information; and



- defend ourselves against litigation, regulatory, intellectual property, privacy or other claims.

If we fail to educate potential users and potential advertisers about the value of our products and services, if the market for our platform does not develop as we expect or if we fail to address the needs of this market, our business will be harmed. We may not be able to successfully address these risks and challenges or others. Failure to adequately address these risks and challenges could harm our business and cause our operating results to suffer.

*Certain of our user metrics are subject to inherent challenges in measurement, and real or perceived inaccuracies in such metrics may harm our reputation and negatively affect our business.*

There are inherent challenges in measuring usage of our products across large mobile populations around the world, and our data limitations may affect our understanding of certain details of our business. The methodologies we use to measure user metrics may also be susceptible to algorithm or other technical errors. We will regularly review and may adjust our processes for calculating these metrics to improve their accuracy. If marketers, advertisers, users or investors do not perceive our user metrics to be accurate representations of our user base, or if we discover material inaccuracies in our user metrics, our reputation may be harmed and advertisers may be less willing to allocate their budgets or resources to us, which could negatively affect our business and financial results.

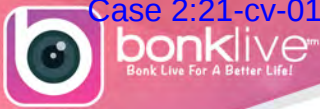
*We depend on highly skilled personnel to grow and operate our business, and if we are unable to hire, retain and motivate our personnel, we may not be able to grow effectively.*

Our future success will depend upon our ability to identify, hire, develop, motivate and retain highly skilled personnel, including senior management, programmers, artists, designers and product managers. In addition, from time to time, there may be changes in our senior management team that may be disruptive to our business. If our senior management team, including any new hires that we may make, fails to work together effectively and to execute our plans and strategies on a timely basis, our business could be harmed.

Our growth strategy also depends on our ability to expand and retain our organization with highly skilled personnel. Identifying, recruiting, training and integrating qualified individuals will require significant time, expense and attention. In addition to hiring new employees, we must continue to focus on retaining our best employees. Competition for highly skilled personnel is intense. We may need to invest significant amounts of cash and equity to attract and retain new employees and we may never realize returns on these investments. If we are not able to effectively add and retain employees, our ability to achieve our strategic objectives will be adversely impacted, and our business will be harmed.

*If we fail to grow our user base, our revenue, financial results, and business may be significantly harmed.*

The size of our user base and our users' level of engagement are critical to our success. Our financial performance will be significantly determined by our success in adding, retaining, and engaging active users. We anticipate that our active user growth rate will decline over time as the size of our active

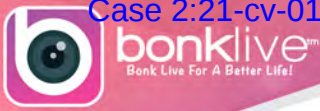


user base increases, and as we achieve higher market penetration rates. If people do not perceive our product to be useful, entertaining and attractive we may not be able to attract or retain users or otherwise maintain or increase the frequency and duration of their engagement. A number of other social networking companies that achieved early popularity have since seen their active user bases or levels of engagement decline, in some cases precipitously. There is no guarantee that we will not experience a similar erosion of our active user base or engagement levels. User engagement patterns can be difficult to measure, particularly as users engage increasingly via mobile devices and as we introduce new and different services. Any number of factors could potentially negatively affect user retention, growth, and engagement, including if:

- users increasingly engage with other products or activities;
- we fail to introduce new products that users find engaging or if we introduce new products or services that are not favorably received;
- user behavior changes as a result of increasing use of mobile devices;
- we are unable to continue to develop products for mobile devices that users find engaging, that work with a variety of mobile operating systems and networks, and that achieve a high level of market acceptance;
- there are changes in user sentiment about the quality or usefulness of our products or concerns related to privacy and sharing, safety, security, or other factors;
- users adopt new technologies where we may not be featured or otherwise available;
- there are adverse changes in our products that are mandated by legislation, regulatory authorities, or litigation, including settlements or consent decrees;
- technical or other problems prevent us from delivering our products in a rapid and reliable manner or otherwise affect the user experience, such as any failure to prevent spam or similar content;
- we adopt policies or procedures related to areas such as sharing or user data that are perceived negatively by our users or the general public;
- we elect to focus our user growth and engagement efforts more on longer-term initiatives, or if initiatives designed to attract and retain users and engagement are unsuccessful or discontinued, whether as a result of actions by us, third parties or otherwise;
- we fail to provide adequate customer service to users, developers or marketers;
- we, developers whose products are integrated with us, or other companies in our industry are the subject of adverse media reports or other negative publicity.

If we are unable develop our user base and user engagement, our revenue and financial results may be adversely affected. Any failure to develop user retention, growth, or engagement could render us less attractive to users, advertisers and marketers, which may have a material and adverse impact on our revenue, business, financial condition and results of operations. To the extent our active user growth rate slows, we will become increasingly dependent on our ability to maintain or increase levels of user engagement and monetization in order to drive revenue growth.





*If our users do not continue to contribute content or their contributions are not valuable to other users, we may experience a decline in the number of users accessing our products and services and user engagement, which could result in the loss of advertisers and revenue.*

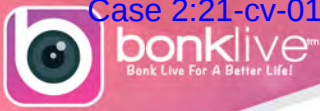
Our success depends on our ability to provide users of our products and services with valuable content, which in turn depends on the content contributed by our broadcaster users. Our ability to expand domestically and into new international markets depends on the availability of relevant local content in those markets. We seek to foster a broad and engaged user community. If we are unable to provide users with valuable and timely content, our user base and user engagement may decline. Additionally, if we are not able to address user concerns regarding the safety and security of our products and services or if we are unable to successfully prevent abusive or other hostile behavior on our platform, the size of our user base and user engagement may decline.

*Our business could be negatively affected by changes in search engine algorithms and dynamics, or search engine disintermediation.*

We rely on application marketplaces to drive downloads of our mobile applications. In the future, operators of application marketplaces may make changes to their marketplaces, which would make access to our products and services more difficult. We also will rely on Internet search engines such as Google, Bing, and Yahoo!, including through the purchase of keywords related to live streaming video, to generate traffic to our websites. We obtain a significant amount of traffic via search engines and, therefore, utilize techniques such as search engine optimization and search engine marketing to improve our placement in relevant search queries. Search engines, including Google, Bing, and Yahoo!, frequently update and change the logic that determines the placement and display of results of a user's search, such that the purchased or algorithmic placement of links to our websites can be negatively affected. Moreover, a search engine could, for competitive or other purposes, alter its search algorithms or results causing our websites to place lower in search query results. If a major search engine changes its algorithms in a manner that negatively affects our paid or unpaid search ranking, or if competitive dynamics impact the effectiveness of search engine optimization or search engine marketing in a negative manner, our business and financial performance would be adversely affected, potentially to a material extent.

*User growth and engagement depend upon effective interoperation with operating systems, networks, devices, web browsers and standards that we do not control.*

We make our products and services available across a variety of operating systems. We are dependent on the interoperability of our products and services with popular devices and mobile operating systems that we do not control, such as Windows, Android and iOS. Any changes in, or restrictions imposed by, such systems, devices or web browsers that impair the functionality of our current or proposed products and services or give preferential treatment to competitive products or services could adversely affect usage of our products and services. Further, if the number of platforms for which we develop our product expands, it will result in an increase in our operating expenses. In order to deliver high quality products and services, it is important that our products and services work well with a range of operating systems, networks, devices, web browsers and standards that we do not control. In addition, because our users access our products and services through mobile devices, we are particularly dependent on the interoperability of our products and services with mobile devices and mobile operating systems.



*We may be unable to obtain additional financing, if required, which could compel us to restructure or abandon our current business plan.*

If the net proceeds of this Offering prove to be insufficient, we will be required to seek additional financing. We cannot assure you that such financing will be available on acceptable terms, if at all. The process of obtaining financing is affected by a number of factors, many of which are beyond our control, such as conditions in the securities and finance markets generally, prevailing interest rates and economic conditions at that time. There can be no assurance that we will be able to raise additional financing on terms favorable to us, if at all. The failure to secure additional financing, either internally or externally, could have a material adverse effect on our business. None of our Officers, Board of Directors or Shareholders is required to provide any financing to us.

*We have wide discretion as to the use of the proceeds of this Offering and may not choose to use the proceeds effectively.*

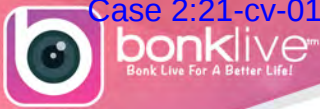
We plan to use the net proceeds from this Offering for the purposes set forth under “Estimated Uses of Proceeds.” However, we reserve the right to use the funds obtained from this Offering for other similar purposes not presently contemplated which we deem to be in the best interests of our Company in order to address changing circumstances or opportunities. As a result of the foregoing, we will have discretion with respect to the use of the proceeds of this Offering and may apply the proceeds in ways with which you do not agree. Investors in our Company must depend upon our management’s judgment as to the use of proceeds. If we fail to apply these funds effectively, our business, results of operations and financial condition may be materially and adversely affected. Investors will not participate in these decisions and must evaluate this risk.

*Our business could be impaired by the occurrence of uninsured events.*

We plan to obtain and maintain insurance policies to protect us against certain, but not all, risks related to our operations. This insurance is to be maintained in amounts that we believe are reasonable depending upon the circumstances surrounding each identified risk. For some risks, we may elect not to have insurance because of the high premiums associated with insuring those risks or for various other reasons. The occurrence of events for which we are not insured may affect our cash flow and overall profitability.

*Our performance is substantially dependent on key personnel.*

Our future success will depend on our ability to identify, hire, train and retain highly qualified sales and marketing, managerial and technical personnel. Although this individual is central in our operations, he is not under any contractual obligation to remain with us for any defined period of time, and he is not required or expected to contribute all of his time to our activities. Furthermore, we have not obtained key person life insurance on John Lamb, our Non-Voting Beneficial Owner or any of our other personnel. The inability to attract and retain the necessary managerial, technical and sales and marketing personnel could have a material adverse effect upon our business, results of operations or financial condition.



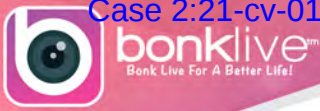
*Our business is highly competitive. We face significant competition that we anticipate will continue to intensify. If we are not able to establish a healthy market share, our business could suffer.*

We face significant competition in almost every aspect of our business. This includes larger, more established social media platforms that include the streaming video feature such as Facebook, Instagram, WhatsApp, and YouTube, just to name a few, which provide their users with a variety of products, services, content, and online advertising offerings, and smaller companies that offer products and services that may compete with specific Boink features. We may also lose users to small companies that offer products and services that compete with specific Boink features because of the low cost for our users to switch to a different product or service. Moreover, in emerging international markets, where mobile devices often lack large storage capabilities, we may compete with other applications for the limited space available on a user's mobile device. We also face competition from traditional and online media businesses for advertising budgets. We compete broadly with the social media offerings of Apple, Facebook, Google, and Twitter, and with other, largely regional, social media platforms that have strong positions in particular countries. As we introduce new products, as our existing products evolve, or as other companies introduce new products and services, we may become subject to additional competition.

Many of our current and potential competitors have significantly greater resources and broader global recognition and occupy better competitive positions in certain markets than we do. These factors may allow our competitors to respond to new or emerging technologies and changes in market requirements better than we can. Our competitors may also develop products, features, or services that are similar to ours or that achieve greater market acceptance. These products, features, and services may undertake more far-reaching and successful product development efforts or marketing campaigns, or may adopt more aggressive pricing policies. In addition, advertisers may use information that our users share through Boink to develop or work with competitors to develop products or features that compete with us. Certain competitors, including Apple, Facebook, and Google, could use strong or dominant positions in one or more markets to gain competitive advantages against us in areas where we operate, including by:

- integrating competing social media platforms or features into products they control such as search engines, web browsers, or mobile device operating systems;
- making acquisitions for similar or complementary products or services; or
- impeding Boink's accessibility and usability by modifying existing hardware and software on which the Boink application operates.
- As a result, our competitors may acquire and engage users at the expense of our user growth or engagement, which may seriously harm our business.
- We believe that our ability to compete effectively depends on many factors, many of which are beyond our control, including:
- the usefulness, novelty, performance, and reliability of our products compared to our competitors;
- the size and demographics of our daily active users;
- the timing and market acceptance of our products, including developments and enhancements of our competitors' products;
- our ability to monetize our products;
- the effectiveness of our advertising and sales teams;





- the effectiveness of our platform for advertising products;
- our ability to establish and maintain advertisers' and users' interest in using Boink;
- the frequency, relative prominence, and type of advertisements displayed on our application;
- the effectiveness of our customer service and support efforts;
- the effectiveness of our marketing activities;
- changes as a result of legislation, regulatory authorities, or litigation, including settlements and consent decrees, some of which may have a disproportionate effect on us;
- acquisitions or consolidation within our industry;
- our ability to attract, retain, and motivate talented employees, particularly engineers, artists and sales personnel;
- our ability to cost-effectively manage and scale our rapidly growing operations; and
- our reputation and brand strength relative to our competitors.

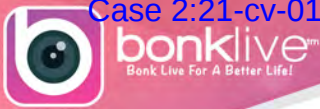
If we cannot effectively compete, our user engagement may decrease, which could make us less attractive to users and advertisers, and seriously harm our business.

*Boink depends on effectively operating with mobile operating systems, hardware, networks, regulations, and standards that we do not control. Changes in our products or to those operating systems, hardware, networks, regulations, or standards may seriously harm our user growth, retention, and engagement.*

Because Boink is used primarily on mobile devices, the application must remain interoperable with popular mobile operating systems, Android and iOS, and related hardware, including but not limited to mobile-device cameras. The owners of such operating systems, Google and Apple, respectively, each provide consumers with products that compete with ours. We have no control over these operating systems or hardware, and any changes to these systems or hardware that degrade our products' functionality, or give preferential treatment to competitive products, could seriously harm Boink usage on mobile devices. Our competitors that control the operating systems and related hardware our application runs on could make interoperability of our products with those mobile operating systems more difficult or display their competitive offerings more prominently than ours. We plan to continue to introduce new products regularly and have experienced that it takes time to optimize such products to function with these operating systems and hardware, impacting the popularity of such products, and we expect this trend to continue.

Moreover, our products require high-bandwidth data capabilities. If the costs of data usage increase, our user growth, retention, and engagement may be seriously harmed. Additionally, to deliver high-quality video and other content over mobile cellular networks, our products must work well with a range of mobile technologies, systems, networks, regulations, and standards that we do not control. In particular, any future changes to the iOS or Android operating systems may impact the accessibility, speed, functionality, and other performance aspects of our products, which issues are likely to occur in the future from time to time. In addition, the adoption of any laws or regulations that adversely affect the growth, popularity, or use of the internet, including laws governing internet neutrality, could decrease the demand for our products and increase our cost of doing business. Current Federal Communications Commission, or FCC, "open internet rules" prohibit mobile providers in the United States from impeding access to most content, or otherwise unfairly





discriminating against content providers like us. These rules also prohibit mobile providers from entering into arrangements with specific content providers for faster or better access over their data networks. The European Union similarly requires equal access to internet content. Additionally, as part of its Digital Single Market initiative, the European Union may impose network security, disability access, or 911-like obligations on “over-the-top” services such as those provided by us, which could increase our costs. If the FCC, Congress, the European Union, or the courts modify these open internet rules, mobile providers may be able to limit our users’ ability to access Boink or make Boink a less attractive alternative to our competitors’ applications. Were that to happen, our business would be seriously harmed.

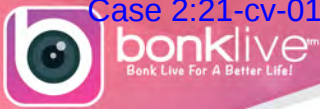
We may not successfully cultivate relationships with key industry participants or develop products that operate effectively with these technologies, systems, networks, regulations, or standards. If it becomes more difficult for our users to access and use Boink on their mobile devices, if our users choose not to access or use Boink on their mobile devices, or if our users choose to use mobile products that do not offer access to Boink, our user growth, retention, and engagement could be seriously harmed.

*If our security is compromised or if our platform is subjected to attacks that frustrate or thwart our users’ ability to access our products and services, our users, advertisers, and partners may cut back on or stop using our products and services altogether, which could seriously harm our business.*

Our efforts to protect the information that our users have shared with us may be unsuccessful due to the actions of third parties, software bugs, or other technical malfunctions, employee error or malfeasance, or other factors. In addition, third parties may attempt to fraudulently induce employees or users to disclose information to gain access to our data or our users’ data. If any of these events occur, our or our users’ information could be accessed or disclosed improperly. Our Privacy Policy governs how we may use and share the information that our users have provided us. Some advertisers and partners may store information that we share with them. If these third parties fail to implement adequate data-security practices or fail to comply with our terms and policies, our users’ data may be improperly accessed or disclosed. And even if these third parties take all these steps, their networks may still suffer a breach, which could compromise our users’ data.

Any incidents where our users’ information is accessed without authorization, or is improperly used, or incidents that violate our Terms of Service or policies, could damage our reputation and our brand and diminish our competitive position. In addition, affected users or government authorities could initiate legal or regulatory action against us over those incidents, which could cause us to incur significant expense and liability or result in orders or consent decrees forcing us to modify our business practices. Maintaining the trust of our users is important to sustain our growth, retention, and user engagement. Concerns over our privacy practices, whether actual or unfounded, could damage our reputation and brand and deter users, advertisers, and partners from using our products and services. Any of these occurrences could seriously harm our business.

We are also subject to laws and regulations, including those related to privacy, rights of publicity, data protection, content regulation, intellectual property, health and safety, competition, protection of minors, consumer protection, employment, and taxation. These laws and regulations are



constantly evolving and may be interpreted, applied, created, or amended in a manner that could seriously harm our business.

*Because we store, process, and use data, some of which contains personal information, we are subject to complex and evolving laws and regulations regarding privacy, data protection, and other matters. Many of these laws and regulations are subject to change and uncertain interpretation, and could result in investigations, claims, changes to our business practices, increased cost of operations, and declines in user growth, retention, or engagement, any of which could seriously harm our business.*

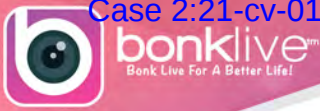
We are subject to a variety of laws and regulations in the United States and other countries that involve matters central to our business, including user privacy, rights of publicity, data protection, content, intellectual property, distribution, electronic contracts and other communications, competition, protection of minors, consumer protection, taxation, and online-payment services. Both in the United States and abroad, these laws and regulations constantly evolve and remain subject to significant change. In addition, the application and interpretation of these laws and regulations are often uncertain, particularly in the new and rapidly evolving industry in which we operate. Because we store, process, and use data, some of which contains personal information, we are subject to complex and evolving laws and regulations regarding privacy, data protection, and other matters. Many of these laws and regulations are subject to change and uncertain interpretation, and could result in investigations, claims, changes to our business practices, increased cost of operations, and declines in user growth, retention, or engagement, any of which could seriously harm our business.

Several proposals are pending before federal, state, and foreign legislative and regulatory bodies that could significantly affect our business. For example, a revision to the 1995 European Union Data Protection Directive is currently being considered by European legislative bodies that may include more stringent operational requirements for data processors and significant penalties for non-compliance. In addition, the General Data Protection Regulation in the European Union, which will go into effect on May 25, 2018, may require us to change our policies and procedures and, if we are not compliant, may seriously harm our business.

*We face intense competition from a range of competitors and may be unsuccessful in competing against current and future competitors.*

We expect competition to increase in the future as live streaming video becomes more popular and current competitors improve their offerings to include this feature, including developing, acquiring and expanding mobile and cloud-based offerings, and as new participants enter the market or as industry consolidation further develops. Competition may result in pricing pressures, reduced profit margins or loss of market share, any of which could substantially harm our business and results of operations.

Our competitors have significantly longer operating histories, larger and broader customer bases, greater brand and name recognition, greater financial, research and development and distribution resources. Well-funded competitors may be better able to withstand economic downturns and periods of slow economic growth and the associated periods of reduced customer spending and increased pricing pressures. Some competitors are able to devote substantially more resources to



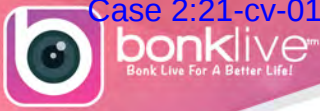
website and systems development or to investments or partnerships with traditional and online competitors. Well-funded competitors, particularly new entrants, may choose to prioritize growing their market share and brand awareness instead of profitability. Competitors and new entrants in the live streaming video-based social media industry may develop new products, technologies or capabilities that could render obsolete or less competitive many of our products, services, features and content. We may be unable to compete successfully against current and future competitors, and competitive pressures could harm our business and prospects.

*Many factors that will determine our success in the face of intense competition may be beyond our control.*

We believe that our ability to compete effectively depends upon many factors both within and beyond our control, including:

- the popularity, usefulness, ease of use, performance, and reliability of our products compared to our competitors' products, particularly with respect to mobile products;
- the size and composition of our user base;
- the engagement of our users with our products;
- the timing and market acceptance of products, including developments and enhancements to our or our competitors' products;
- our ability to monetize our products;
- the frequency, size, quality, and relative prominence of the ads displayed by us or our competitors;
- customer service and support efforts;
- marketing and selling efforts, including our ability to provide marketers with a compelling return on their investments;
- our ability to establish and maintain developers' interest in building mobile and web applications that integrate with us;
- changes mandated by legislation, regulatory authorities, or litigation, including settlements and consent decrees, some of which may have a disproportionate effect on us;
- acquisitions or consolidation within our industry, which may result in more formidable competitors;
- our ability to attract, retain, and motivate talented employees, particularly software engineers, designers, and product managers;
- our ability to cost-effectively manage and grow our operations; and
- our reputation and brand strength relative to those of our competitors.

If we are not able to compete effectively, our user base and level of user engagement may decrease, we may become less attractive to users, advertisers and marketers, and our revenue and results of operations may be materially and adversely affected.



*We may undertake acquisitions to expand our business, which may pose risks to our business and dilute the ownership of our existing stockholders.*

A key component of our business strategy includes strengthening our competitive position and refining the customer experience on our mobile application through internal development. However, from time to time, we may selectively pursue acquisitions of complementary businesses. The identification of suitable acquisition candidates can be time-consuming and expensive, and we may not be able to successfully complete identified acquisitions. Furthermore, even if we successfully complete an acquisition, we may not achieve the anticipated benefits we expect due to a number of factors including the loss of management focus on and the diversion of resources from existing businesses; difficulty retaining key personnel of the acquired company; cultural challenges associated with integrating employees from an acquired company into our organization; difficulty integrating acquired technologies into our existing systems; entry into a business or market with which we have historically had little experience; difficulty integrating data systems; the need to implement or remediate the controls, procedures or policies of the acquired company; and increased risk of litigation. Failure to achieve the anticipated benefits of such acquisitions or the incurrence of debt, contingent liabilities, amortization expenses, or write-offs of goodwill in connection with such acquisitions could harm our operating results.

In addition, we may issue equity securities to complete an acquisition, which would dilute our existing Shareholders' ownership interest, depending on the terms of such acquisitions, and could adversely affect the price of our Shares. To finance any future acquisitions, it may also be necessary for us to raise additional funds through public or private debt and equity financings. Additional funds may not be available on terms that are favorable to us, and, in the case of equity financings, would result in dilution to our Shareholders. Also, the value of our Shares may be insufficient to attract acquisition candidates.

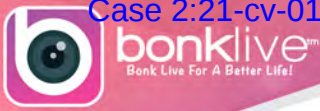
*The popularity of our content and other factors are difficult to predict and could lead to fluctuations in our revenues, and low public acceptance of our content may adversely affect our results of operations.*

Public acceptance of a new social media application is difficult to predict. The commercial success of a social media application depends on the quality and acceptance of other competing technology available, the adequacy of the ability to develop strong brand awareness and target key audience demographics and anticipate and adapt to changes in consumer tastes and behavior on a timely basis, general economic conditions and other tangible and intangible factors, many of which are difficult to predict.

*We may not succeed in promoting, strengthening and continuing our brand, which would prevent us from acquiring new customers and increasing revenues.*

A component of our business strategy is the continued promotion and strengthening of the brand. If we are unable to successfully promote our brand, we may fail to attract new users and advertisers, increase the engagement of existing users and advertisers with our brand or substantially increase our net revenues. User awareness and the perceived value of our brand will depend largely on the success of our marketing efforts and our ability to provide a consistent, high-quality user experience.





To promote our brand, we have incurred, and will continue to incur, substantial expense related to advertising and other marketing efforts.

Our ability to provide a high-quality customer experience also depends, in large part, on external factors over which we may have little or no control, including the reliability and performance of our other users, the Internet in general and communication infrastructure providers. Our failure to provide customers with high-quality products in a timely manner for any reason could substantially harm our reputation and our efforts to develop our brand. The failure of our brand promotion activities could adversely affect our ability to attract new users and advertisers; and to maintain existing relationships, which would substantially harm our business and results of operations.

*Our new products and features; and changes to existing products and features could fail to attract or retain users or generate revenue.*

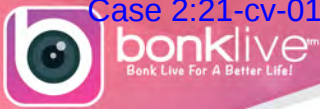
Our ability to retain, increase, and engage our user base and to increase our revenue depends heavily on our ability to create successful new products and features, both independently and in conjunction with developers or other third parties. We may introduce significant changes to our existing products or develop and introduce new and unproven products and features, including using technologies with which we have little or no prior development or operating experience. If new or enhanced products and features fail to engage users, developers, or marketers, we may fail to attract or retain users or to generate sufficient revenue, operating margin, or other value to justify our investments, and our business may be adversely affected. In the future, we may invest in new products and initiatives to generate revenue, but there is no guarantee these approaches will be successful. If we are not successful with new products or new approaches to monetization, we may not be able to maintain or grow our revenue as anticipated or recover any associated development costs, and our financial results could be adversely affected.

*If we are unable to develop, market and sell new products and services that address additional market opportunities, our results of operations may suffer. In addition, we may need to expand beyond our current customer demographic to grow our business.*

We continually evaluate the demand for new products and features and the need to address these trends. In addition, we believe we may need to address additional markets and expand our customer demographic in order to further grow our business. We may not successfully expand our existing features or create new products, address new market segments or develop a significantly broader customer base. Any failure to address additional market opportunities could result in loss of market share, which would harm our business, financial condition and results of operations.

*Any failure by us to protect the confidential information of our customers and networks against security breaches and the risks associated with credit card fraud could damage our reputation and brands and substantially harm our business and results of operations.*

A significant prerequisite to online commerce and communications is the secure transmission of confidential information over public networks. Our failure to prevent security breaches could damage our reputation and brand and substantially harm our business and results of operations. We rely on encryption and authentication technology licensed from third parties to effect the secure transmission of confidential information, including credit card numbers. Advances in computer



capabilities, new discoveries in the field of cryptography or other developments may result in a compromise or breach of the technology used by us to protect customer transaction data. In addition, any party who is able to illicitly obtain a user's password could access the user's transaction data, personal information or stored videos. Any compromise of our security could damage our reputation and brand and expose us to a risk of loss or litigation and possible liability, which would substantially harm our business and results of operations. In addition, anyone who is able to circumvent our security measures could misappropriate proprietary information or cause interruptions in our operations. We may need to devote significant resources to protect against security breaches or to address problems caused by breaches.

In addition, contractors that we hire as well as other employees have access to confidential information, including credit card data. Although we take steps to limit this access, this data could be compromised by these contractors or other employee personnel. Our failure to adequately control fraudulent credit card transactions and use of confidential information could damage our reputation and brand and substantially harm our business and results of operations.

Interruptions to our mobile application, information technology and payment systems or customer service operations could damage our reputation and brand and substantially harm our business and results of operations.

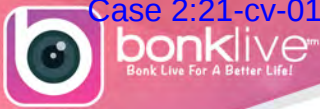
The satisfactory performance, reliability and availability of our mobile application, information technology and payment systems and customer service operations are critical to our reputation, and our ability to attract and retain users and advertisers and maintain adequate customer satisfaction. Any interruptions that result in the unavailability of our mobile applications, reduced payment fulfillment performance or the unavailability of our customer service operations could result in negative publicity, damage our reputation and brand and cause our business and results of operations to suffer.

***Negative publicity could adversely affect our business and operating results.***

Negative publicity about our company, including about our reliability, changes to our features and services, privacy and security practices, litigation, regulatory activity, the actions of our users or user experience with our products and services, even if inaccurate, could adversely affect our reputation and the confidence in and the use of our mobile application by both users and advertisers. Such negative publicity could also have an adverse effect on the size, engagement and loyalty of our user base and result in decreased revenue, which could adversely affect our business and operating results.

***Our business is subject to complex and evolving U.S. and foreign laws and regulations regarding privacy, data protection, and other matters. Many of these laws and regulations are subject to change and uncertain interpretation, and could result in claims, changes to our business practices, monetary penalties, increased cost of operations, or declines in user growth or engagement, or otherwise harm our business.***

We are subject to a variety of laws and regulations in the United States and abroad that involve matters central to our business, including user privacy, rights of publicity, data protection, content, intellectual property, advertising, marketing, distribution, electronic contracts and other



communications, competition, protection of minors, consumer protection, taxation, securities law compliance, and online payment services. The introduction of new products or expansion of our activities in certain jurisdictions may subject us to additional laws and regulations. In addition, foreign data protection, privacy, and other laws and regulations can be more restrictive than those in the United States. These U.S. federal and state and foreign laws and regulations, which can be enforced by private parties or government entities, are constantly evolving and can be subject to significant change. In addition, the application and interpretation of these laws and regulations are often uncertain, particularly in the new and rapidly evolving industry in which we operate, and may be interpreted and applied inconsistently from country to country and inconsistently with our current policies and practices. A number of proposals are pending before federal, state, and foreign legislative and regulatory bodies that could significantly affect our business. For example, the European Commission is currently considering a data protection regulation that may include operational requirements for companies that receive personal data that are different than those currently in place in the European Union, and that may also include significant penalties for non-compliance. Similarly, there have been a number of recent legislative proposals in the United States, at both the federal and state level, that would impose new obligations in areas such as privacy and liability for copyright infringement by third parties. In addition, some countries are considering legislation requiring local storage and processing of data that, if enacted, could increase the cost and complexity of delivering our services. These existing and proposed laws and regulations can be costly to comply with and can delay or impede the development of new products, result in negative publicity, increase our operating costs, require significant management time and attention, and subject us to inquiries or investigations, claims or other remedies, including fines or demands that we modify or cease existing business practices.

*We may be subject to increased regulatory scrutiny that may negatively impact our business.*

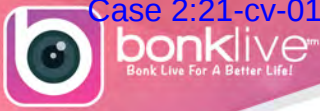
Legislators and regulators, including those conducting investigations in the U.S. and Europe, may make legal and regulatory changes, or interpret and apply existing laws, in ways that make our mobile application less useful to our users, require us to incur substantial costs, expose us to unanticipated civil or criminal liability, or cause us to change our business practices. These changes or increased costs could negatively impact our business and results of operations in material ways.

*A variety of new and existing U.S. and foreign laws could subject us to claims or otherwise harm our business.*

We are and will be subject to numerous U.S. and foreign laws and regulations. The costs of compliance with these laws and regulations are high and are likely to increase in the future. Any failure on our part to comply with these laws and regulations can result in negative publicity and diversion of management time and effort and may subject us to significant liabilities and other penalties.

*Action by governments to restrict access to Boink in their countries could substantially harm our business and financial results.*

It is possible that governments of one or more countries may seek to censor content available on Boink in their country, restrict access to Boink from their country entirely, or impose other restrictions that may affect the accessibility of Boink in their country for an extended period of time



or indefinitely. In addition, governments in other countries may seek to restrict access to Boink if they consider us to be in violation of their laws. In the event that access to Boink is restricted, in whole or in part, in one or more countries or our competitors are able to successfully penetrate geographic markets that we cannot access, our ability to retain or increase our user base and user engagement may be adversely affected, we may not be able to maintain or grow our revenue as anticipated, and our financial results could be adversely affected.

***Changes in regulations or user concerns regarding privacy and protection of user data could harm our business.***

Federal, state and international laws and regulations may govern the collection, use, sharing and security of data that we receive from our users. In addition, we have and post on our websites our own privacy policies and practices concerning the collection, use and disclosure of user data. Any failure, or perceived failure, by us to comply with our posted privacy policies or with any data-related consent orders, Federal Trade Commission requirements or other federal, state or international privacy-related laws and regulations could result in proceedings or actions against us by governmental entities or others, which could potentially harm our business. Further, failure or perceived failure to comply with our policies or applicable requirements related to the collection, use or security of personal information or other privacy-related matters could damage our reputation and result in a loss of users and advertisers.

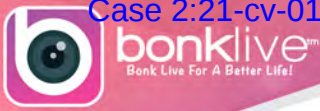
***Legislation regarding copyright protection or content interdiction could impose complex and costly constraints on our business model.***

Although our terms of use specifically require users to represent that they have the right and authority to reproduce the content they provide and that the content is in full compliance with all relevant laws and regulations, we do not have the ability to determine the accuracy of these representations on a case-by-case basis. There is a risk that a customer may supply an image or other content that is the property of another party used without permission, that infringes the copyright or trademark of another party, or that would be considered to be defamatory, pornographic, hateful, racist, scandalous, obscene or otherwise offensive, objectionable or illegal under the laws or court decisions of the jurisdiction where that customer lives. There is, therefore, a risk that customers may intentionally or inadvertently upload and/or stream content that is in violation of the rights of another party or a law or regulation of a particular jurisdiction. If we should become legally obligated in the future to perform manual screening and review for all content destined for a jurisdiction, we will encounter increased production costs or may cease to operate in that jurisdiction. That could substantially harm our business and results of operations.

***We may be subject to claims, suits, government investigations, and other proceedings that may result in adverse outcomes.***

We potentially could be subject to claims, suits, government investigations, and other proceedings involving competition, intellectual property, privacy, consumer protection, tax, labor and employment, commercial disputes, content generated by our users, goods and services offered by advertisers or publishers using our platforms, and other matters. In addition, our business may face intellectual property litigation that exposes us to the risk of exclusion and cease and desist orders, which could limit our ability to sell to advertisers.





Such claims, suits, government investigations, and proceedings are inherently uncertain and their results cannot be predicted with certainty. Regardless of the outcome, such legal proceedings can have an adverse impact on us because of legal costs, diversion of management resources, and other factors. It is possible that a resolution of one or more such proceedings could result in substantial fines and penalties that could adversely affect our business, consolidated financial position, results of operations, or cash flows in a particular period. These proceedings could also result in reputational harm, criminal sanctions, consent decrees, or orders preventing us from offering certain features, functionalities, products, or services, requiring a change in our business practices or product recalls or other field action, or requiring development of non-infringing or otherwise altered products or technologies. Any of these consequences could adversely affect our business and results of operations.

*We may in the future be subject to intellectual property or other claims, which are costly to defend, could result in significant damage awards, and could limit our ability to use certain technologies in the future.*

Internet, technology, media, and other companies own large numbers of patents, copyrights, trademarks, and trade secrets and frequently enter into litigation based on allegations of infringement or other violations of intellectual property rights. In addition, patent-holding companies may continue to seek to monetize patents they have purchased or otherwise obtained.

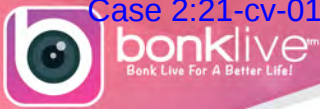
Adverse results in any of these lawsuits may include awards of substantial monetary damages, costly royalty or licensing agreements, or orders preventing us from offering certain features, functionalities, products, or services, and may also cause us to change our business practices, and require development of non-infringing products or technologies, which could result in a loss of revenues for us and otherwise harm our business.

Regardless of the merits of the claims, intellectual property claims are often time consuming, expensive to litigate or settle, and cause significant diversion of management attention. To the extent such intellectual property infringement claims are successful, they may have an adverse effect on our business, consolidated financial position, results of operations, or cash flows.

*Our intellectual property rights are valuable, and any inability to protect them could reduce the value of our products and brand.*

Our patents and other intellectual property rights are important assets for us. Various events outside of our control pose a threat to our intellectual property rights, as well as to our products, services and technologies. For example, effective intellectual property protection may not be available in every country in which our application will be made available through the Internet. Also, the efforts we have taken to protect our proprietary rights may not be sufficient or effective.

Although we seek to obtain patent protection for our innovations, it is possible we may not be able to protect some of these innovations. Furthermore, there is always the possibility, despite our efforts, that the scope of the protection gained will be insufficient or that an issued patent may be deemed invalid or unenforceable.



We also may seek to maintain certain intellectual property as trade secrets. The secrecy could be compromised by outside parties, or by our employees, which could cause us to lose the competitive advantage resulting from these trade secrets.

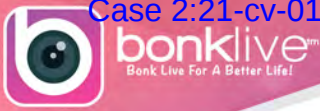
Any significant impairment of our intellectual property rights could harm our business and our ability to compete. Also, protecting our intellectual property rights is costly and time consuming. Any increase in the unauthorized use of our intellectual property could make it more expensive to do business and harm our operating results.

*If our security measures are breached, or if our services are subject to attacks that degrade or deny the ability of users to access Boink, our application may be perceived as not being secure, users and advertisers may curtail or stop using our products and services, and we may incur significant legal and financial exposure.*

We may experience cyber-attacks of varying degrees on a regular basis, and as a result, unauthorized parties may obtain in the future, access to our data or our users' or advertisers' data. Our security measures may also be breached due to employee error, malfeasance, or otherwise. Additionally, outside parties may attempt to fraudulently induce employees, users, or advertisers to disclose sensitive information in order to gain access to our data or our users' or advertisers' data. Any such breach or unauthorized access could result in significant legal and financial exposure, damage to our reputation, and a loss of confidence in the security of our mobile application that could potentially have an adverse effect on our business. Because the techniques used to obtain unauthorized access, disable or degrade service, or sabotage systems change frequently and often are not recognized until launched against a target, we may be unable to anticipate these techniques or to implement adequate preventative measures. If an actual or perceived breach of our security occurs, the market perception of the effectiveness of our security measures could be harmed and we could lose users and customers.

*Interruption or failure of our information technology and communications systems could hurt our ability to effectively provide our products and services, which could damage our reputation and harm our operating results.*

The availability of our products and services will depend on the continuing operation of our information technology and communications systems. Our systems are vulnerable to damage or interruption from earthquakes, terrorist attacks, floods, fires, power loss, telecommunications failures, computer viruses, computer denial of service attacks, or other attempts to harm our systems. The occurrence of a natural disaster, a decision to close a facility we are using without adequate notice for financial reasons, or other unanticipated problems at our data centers could result in lengthy interruptions in our service. In addition, our products and services are highly technical and complex and may contain errors or vulnerabilities. Any errors or vulnerabilities in our products and services, or damage to or failure of our systems, could result in interruptions in our services, which could reduce our revenues and profits, and damage our brand.

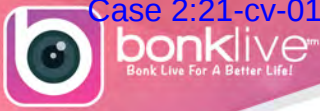


*Our business is dependent on our ability to maintain and scale our technical infrastructure, and any significant disruption in our service could damage our reputation, result in a potential loss of users and engagement, and adversely affect our financial results.*

Our reputation and ability to attract, retain, and serve our users is dependent upon the reliable performance of our products and our underlying technical infrastructure. Our systems may not be adequately designed with the necessary reliability and redundancy to avoid performance delays or outages that could be harmful to our business. If Boink is unavailable when users attempt to access it, or if it does not load as quickly as they expect, users may not use our products as often in the future, or at all. As our user base and the amount and types of information shared on Boink continue to grow, we will need an increasing amount of technical infrastructure, including network capacity, and computing power, to continue to satisfy the needs of our users. It is possible that we may fail to effectively scale and grow our technical infrastructure to accommodate these increased demands.

*Many of our features may contain open source software, and we license some of our software through open source projects, which may pose particular risks to our proprietary software, products, and services in a manner that could have a negative effect on our business.*

We use open source software in our products, services and features and will use open source software in the future. In addition, we regularly contribute software source code to open source projects under open source licenses or release internal software projects under open source licenses, and anticipate doing so in the future. The terms of many open source licenses to which we may be subject have not been interpreted by U.S. or foreign courts, and there is a risk that open source software licenses could be construed in a manner that imposes unanticipated conditions or restrictions on our ability to provide or distribute our products or services. Additionally, we may from time to time face claims from third parties claiming ownership of, or demanding release of, the open source software or derivative works that we developed using such software, which could include our proprietary source code, or otherwise seeking to enforce the terms of the applicable open source license. These claims could result in litigation and could require us to make our software source code freely available, purchase a costly license or cease offering the implicated products or services unless and until we can re-engineer them to avoid infringement. This re-engineering process could require significant additional research and development resources, and we may not be able to complete it successfully. In addition to risks related to license requirements, use of certain open source software can lead to greater risks than use of third-party commercial software, as open source licensors generally do not provide warranties or controls on the origin of software. Additionally, because any software source code we contribute to open source projects is publicly available, our ability to protect our intellectual property rights with respect to such software source code may be limited or lost entirely, and we are unable to prevent our competitors or others from using such contributed software source code. Any of these risks could be difficult to eliminate or manage, and, if not addressed, could have a negative effect on our business, financial condition and operating results.



*If we are not able to reliably meet our data storage and management requirements, our users may become dissatisfied with our service and our reputation and brands could be harmed.*

We experience immense system requirements and substantial ongoing technological challenges, both of which are expected to continue to increase over time. If we are not able to reliably meet these data storage and management requirements, we could have disruptions in services which could impair customer satisfaction, damage our reputation and brands, and lead to reduced net revenues and increased expenses. Moreover, if the cost of meeting these data storage and management requirements exceeds our expectations, our results of operations would be harmed.

Our data storage system could suffer damage or interruption from human error, fire, flood, power loss, telecommunications failure, break-ins, terrorist attacks, acts of war and similar events. If we experience disruption to our redundant systems located at our data storage center, such disruption could result in the deletion or corruption of customers' stored images, which could impair customer satisfaction and lead to decreased revenues.

*Capacity constraints and system failures could prevent access to our mobile application, which could harm our reputation and negatively affect our net revenues.*

Our business requires that we have adequate capacity in our computer systems to cope with a high volume of users. As our operations grow in size and scope, we continually need to improve and upgrade our computer systems and network infrastructure to ensure reliable access to our mobile application, in order to offer users enhanced and new products, services, capacity, features and functionality. The expansion of our systems and infrastructure may require us to commit substantial financial, operational and technical resources before the volume of our business increases, with no assurance that our net revenues will increase.

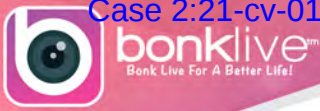
Our ability to provide high-quality service depends on the efficient and uninterrupted operation of our computer and communications systems. If our systems cannot be expanded in a timely manner to cope with increased use of our mobile application, we could experience disruptions in service, slower response times, lower user satisfaction, and delays in the introduction of new features. Any of these problems could harm our reputation and cause our net revenues to decline.

*Computer malware, viruses, hacking and phishing attacks, and spamming could harm our business and results of operations.*

Computer malware, viruses, and computer hacking and phishing attacks have become more prevalent in our industry and may occur on our systems in the future. Though it is difficult to determine what, if any, harm may directly result from any specific interruption or attack, any failure to maintain performance, reliability, security, and availability of our products and technical infrastructure may harm our reputation, our ability to retain existing users and attract new users, and our results of operations.

In addition, spammers may attempt to use our products to send targeted and untargeted spam messages to users, which may embarrass or annoy users and make Boink less user-friendly. We cannot be certain that the technologies and employees that we have to attempt to defeat spamming





attacks will be able to curb spam messages from being sent on our platform. As a result of spamming activities, our users may use Boink less or stop using our product altogether.

*Our business depends on access to the Internet by our users and us. Internet access providers may be able to block, degrade, or charge for access to certain of our products and services, which could lead to additional expenses and the loss of users.*

Our products and services depend on the ability of our users to access the Internet, and certain of our products and features may require significant bandwidth to work effectively. Currently, companies that have significant market power in the broadband and Internet access marketplace, including incumbent telephone companies, cable companies, mobile communications companies, and government-owned service providers, provide this access. Some of these providers may take measures, including legal actions, that would degrade, disrupt, or increase the cost of user access to certain of our products by restricting or prohibiting the use of their infrastructure to support or facilitate our offerings, or by charging increased fees to us or our users to provide our offerings. Such interference could result in a loss of existing users and increased costs, and could impair our ability to attract new users and advertisers, thereby harming our revenues and growth.

*If affordable broadband access does not become widely available to consumers, our revenue growth will likely suffer.*

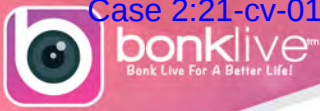
Because our business currently involves users uploading and downloading large data files, we are highly dependent upon the availability of affordable broadband access to consumers. Many areas still do not have broadband access, and broadband access may be too expensive for many potential users. To the extent that broadband access is not available or not adopted by users due to cost, our revenue growth would likely suffer.

*If we are unable to adequately control the costs associated with operating our business, our results of operations will suffer.*

The costs in operating our business are related to acquiring users and advertisers, compensating our personnel, acquiring equipment and technology and developing new and attractive features. If we are unable to keep these costs aligned with the level of revenues that we generate, our results of operations would be harmed. Controlling our business costs is challenging because many of the factors that impact these costs are beyond our control. The costs of online advertising and keyword search could also increase significantly due to increased competition, which would increase our user and advertiser acquisition costs.

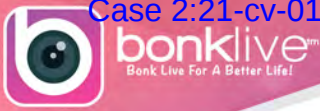
*If we fail to retain existing users or add new users, or if our users decrease their level of engagement with our products, our revenue, financial results, and business may be significantly harmed.*

The size of our user base and our users' level of engagement are critical to our success. Our financial performance is significantly determined by our success in adding, retaining, and engaging active users of our products. If people do not perceive our products to be useful and reliable, we may not be able to attract or retain users or otherwise maintain or increase the frequency and



duration of their engagement. A number of other social networking companies that achieved early popularity have since seen their active user bases or levels of engagement decline, in some cases precipitously. There is no guarantee that we will not experience a similar erosion of our active user base or engagement levels. Our user engagement patterns have changed over time, and user engagement can be difficult to measure, particularly as we introduce new and different products, features and services. Any number of factors could potentially negatively affect user retention, growth, and engagement, including if:

- users increasingly engage with other competitive products or services;
- we fail to introduce new products or services that users find engaging or if we introduce new products or services that are not favorably received;
- users feel that their experience is diminished as a result of the decisions we make with respect to the frequency, prominence, format, size, and quality of ads that we display;
- users have difficulty installing, updating, or otherwise accessing our products on mobile devices as a result of actions by us or third parties that we rely on to distribute our products and deliver our services;
- user behavior on any of our products changes, including decreases in the quality and frequency of content shared on our products and services;
- we are unable to continue to develop products for mobile devices that users find engaging, that work with a variety of mobile operating systems and networks, and that achieve a high level of market acceptance;
- there are decreases in user sentiment about the quality or usefulness of our products or concerns related to privacy and sharing, safety, security, or other factors;
- we are unable to manage and prioritize information to ensure users are presented with content that is appropriate, interesting, useful, and relevant to them;
- we are unable to obtain or attract engaging third-party content;
- users adopt new technologies where our products may be displaced in favor of other products or services, or may not be featured or otherwise available;
- there are adverse changes in our products that are mandated by legislation, regulatory authorities, or litigation, including settlements or consent decrees;
- technical or other problems prevent us from delivering our products in a rapid and reliable manner or otherwise affect the user experience, such as security breaches or failure to prevent or limit spam or similar content;
- we adopt terms, policies, or procedures related to areas such as sharing or user data that are perceived negatively by our users or the general public;
- we elect to focus our user growth and engagement efforts more on longer-term initiatives, or if initiatives designed to attract and retain users and engagement are unsuccessful or discontinued, whether as a result of actions by us, third parties, or otherwise;
- we fail to provide adequate customer service to users, marketers, developers, or other partners;
- we, developers whose products are integrated with our products, or other partners and companies in our industry are the subject of adverse media reports or other negative publicity; or
- our current or future products, such as our development tools and application programming interfaces that enable developers to build, grow, and monetize mobile



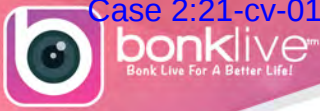
applications, reduce user activity on our products by making it easier for our users to interact and share on third-party mobile applications.

If we are unable to maintain or increase our user base and user engagement, our revenue and financial results may be adversely affected. Any decrease in user retention, growth, or engagement could render our products less attractive to users, advertisers and marketers, which is likely to have a material and adverse impact on our revenue, business, financial condition, and results of operations. If our active user growth rate continues to slow, we will become increasingly dependent on our ability to maintain or increase levels of user engagement and monetization in order to drive revenue growth.

*Our user growth, engagement, and monetization on mobile devices depend upon effective operation with mobile operating systems, networks, and standards that we do not control.*

Our revenue is generated from advertising on mobile devices. There is no guarantee that popular mobile devices will continue to feature Boink Live Streaming, or that mobile device users will continue to use our products rather than competing products. We are dependent on the interoperability of Boink Live Streaming with popular mobile operating systems, networks, and standards that we do not control, such as the Android and iOS operating systems. Any changes, bugs, or technical issues in such systems, or changes in our relationships with mobile operating system partners, handset manufacturers, or mobile carriers, or in their terms of service or policies that degrade our products' functionality, reduce or eliminate our ability to distribute our application, give preferential treatment to competitive applications, limit our ability to deliver, target, or measure the effectiveness of ads, or charge fees related to the distribution of our products or our delivery of ads could adversely affect the usage of Boink Live Streaming. Additionally, in order to deliver high quality mobile products, it is important that our products work well with a range of mobile technologies, systems, networks, and standards that we do not control, and that we have good relationships with handset manufacturers and mobile carriers. We may not be successful in maintaining or developing relationships with key participants in the mobile ecosystem or in developing products that operate effectively with these technologies, systems, networks, or standards. In the event that it is more difficult for our users to access and use Boink Live Streaming, or if our users choose not to access or use Boink Live Streaming on their mobile devices or use mobile products that do not offer access to Boink Live Streaming, our user growth and user engagement could be harmed. From time to time, we may also take actions regarding the distribution of our products or the operation of our business based on what we believe to be in our long-term best interests. Such actions may adversely affect our users and our relationships with the operators of mobile operating systems, handset manufacturers, mobile carriers, or other business partners, and there is no assurance that these actions will result in anticipated long-term benefits. In the event that our users are adversely affected by these actions or if our relationships with such third parties deteriorate, our user growth, engagement, and monetization could be adversely affected and our business could be harmed.

*We will generate substantially all of our revenue from advertising. The failure to attract new advertisers, the loss of advertisers, or a reduction in how much they spend could seriously harm our business.*



Substantially all of our revenue will be generated from third parties advertising on Boink.

Any restriction, whether by law, regulation, policy, or other reason, on our ability to collect and disclose data which our advertisers find useful would impede our ability to attract and retain advertisers. Our advertising revenue could be seriously harmed by many other factors, including:

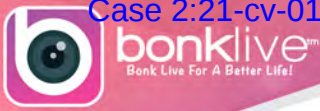
- a decrease in the number of daily active users on Boink;
- a decrease in the amount of time spent on Boink;
- our inability to create new products that sustain or increase the value of our advertisements;
- changes in our user demographics that make us less attractive to advertisers;
- lack of ad creative availability by our advertising partners;
- changes in our analytics and measurement solutions that demonstrate the value of our advertisements and other commercial content;
- competitive developments or advertiser perception of the value of our products that change the rates we can charge for advertising or the volume of advertising on Boink;
- product changes or advertising inventory management decisions we may make that change the type, size, or frequency of advertisements displayed on Boink;
- adverse legal developments relating to advertising, including changes mandated by legislation, regulation, or litigation;
- adverse media reports or other negative publicity involving us, our founders, our partners, or other companies in our industry;
- the degree to which users skip advertisements and therefore diminish the value of those advertisements to advertisers;
- changes in the way advertising is priced or its effectiveness is measured;
- our inability to measure the effectiveness of our advertising or target the appropriate audience for advertisements;
- our inability to collect and disclose data that new and existing advertisers may find useful;
- difficulty and frustration from advertisers who may need to reformat or change their advertisements to comply with our guidelines; and
- the macroeconomic climate and the status of the advertising industry in general.

These and other factors could reduce demand for our advertising products, which may lower the prices we receive, or cause advertisers to stop advertising with us altogether. Either of these would seriously harm our business.

***Mobile malware, viruses, hacking and phishing attacks, spamming, and improper or illegal use of Boink Live Streaming could seriously harm our business and reputation.***

Mobile malware, viruses, hacking, and phishing attacks have become more prevalent in our industry, and may occur on our systems in the future. We are a potential target for these sorts of attacks. Although it is difficult to determine what, if any, harm may directly result from an interruption or attack, any failure to maintain performance, reliability, security, and availability of our products and technical infrastructure to the satisfaction of our users may seriously harm our reputation and our ability to retain existing users and attract new users.





In addition, spammers attempt to use our products to send targeted and untargeted spam messages to users, which may embarrass or annoy users and make our products less user friendly. We cannot be certain that the technologies that we have developed to repel spamming attacks will be able to eliminate all spam messages from our products. Our actions to combat spam may also require diversion of significant time and focus of our engineering team from improving our products. As a result of spamming activities, our users may use our products less or stop using them altogether, and result in continuing operational cost to us.

Similarly, terror and other criminal groups may use our products to promote their goals and encourage users to engage in terror and other illegal activities. We expect that as more people use our products, these groups will increasingly seek to misuse our products. Although we invest resources to combat these activities, including by suspending or terminating accounts we believe are violating our Terms of Service and Community Guidelines, we expect these groups might continue to seek ways to act inappropriately and illegally on Boink Live Streaming.

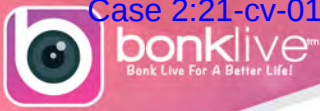
Combating these groups may require our engineering team to divert significant time and focus from improving our products and features. In addition, we may not be able to control or stop Boink Live Streaming from becoming the preferred application of use by these groups, which may become public knowledge and seriously harm our reputation or lead to lawsuits or attention from regulators. If these activities increase on Boink Live Streaming, our reputation, user growth and user engagement, and operational cost structure could be seriously harmed.

*If we are unable to successfully grow our user base and further monetize our products, our business will suffer.*

We have made, and are continuing to make, investments to enable users and advertisers to create compelling content and deliver advertising to our users. Existing and prospective Boink Live Streaming users and advertisers may not be successful in creating content that leads to and maintains user engagement. We are continuously seeking to balance the objectives of our users and advertisers with our desire to provide an optimal user experience. We do not seek to monetize all of our products and we may not be successful in achieving a balance that continues to attract and retain users and advertisers. If we are not successful in our efforts to grow our user base or if we are unable to build and maintain good relations with our advertisers, our user growth and user engagement and our business may be seriously harmed. In addition, we may expend significant resources to launch new products and features that we are unable to monetize, which may seriously harm our business.

Additionally, we may not succeed in further monetizing Boink Live Streaming. Our financial performance and ability to grow revenue could be seriously harmed if:

- we fail to increase or maintain daily active users;
- we fail to increase or maintain the amount of time spent on Boink Live Streaming;
- our broadcasters and advertisers do not create engaging content for our users to watch;
- advertisers do not continue to introduce engaging advertisements;
- advertisers reduce their advertising on Boink Live Streaming;



- we fail to maintain good relationships with advertisers or attract new advertisers;  
or
- the content on Boink Live Streaming does not maintain or gain popularity.

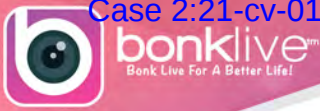
*If our users do not continue to contribute content or their contributions are not valuable to other users, we may experience a decline in the number of users accessing our products and services and user engagement, which could result in the loss of advertisers and revenue.*

Our success depends on our ability to provide users of our products and services with valuable content, which in turn depends on the content contributed by our users. We believe that one of our competitive advantages is the quality, quantity and real-time nature of the content on Boink Live Streaming, and that access to unique or real-time content is one of the main reasons users will visit Boink Live Streaming. Our ability to expand into new international markets depends on the availability of relevant local content in those markets. We seek to foster a broad and engaged user community, and we encourage celebrities, athletes, journalists, sports teams, media outlets and brands to use our products and services to express their views to broad audiences. We also encourage media outlets to use our products and services to distribute their content. If users, including influential users, do not continue to contribute content to Boink Live Streaming, and we are unable to provide users with valuable and timely content, our user base and user engagement may decline. Additionally, if we are not able to address user concerns regarding the safety and security of our products and services or if we are unable to successfully prevent abusive or other hostile behavior on our platform, the size of our user base and user engagement may decline. We rely on the sale of advertising for the substantial majority of our revenue. If we experience a decline in the number of users or a decline in user engagement, including as a result of the loss of celebrities, athletes, journalists, sports teams, media outlets and brands who generate content on Boink Live Streaming, advertisers may not view our products and services as attractive for their marketing expenditures, and may reduce their spending with us which would harm our business and operating results.

*We may have exposure to greater than anticipated tax liabilities.*

Our income tax obligations are based in part on our operating structure, including the manner in which we develop, value, and use our intellectual property. The tax laws applicable to our business are subject to interpretation, and certain jurisdictions are aggressively interpreting their laws in new ways in an effort to raise additional tax proceeds from companies such as Boink. The taxing authorities of the jurisdictions in which we operate may challenge our methodologies for valuing developed technology or intercompany arrangements, which could increase our effective tax rate and harm our financial position and results of operations. Tax authorities may disagree with certain positions we have taken and any adverse outcome of such a review or audit could have a negative effect on our financial position and results of operations.

Although we believe that our estimates are reasonable, the ultimate tax outcome may differ from the amounts recorded in our financial statements and may materially affect our financial results in the period or periods for which such determination is made. In addition, our future income taxes could be adversely affected by earnings being lower than anticipated in jurisdictions that have lower statutory tax rates and higher than anticipated in jurisdictions that have higher statutory tax rates, by



changes in the valuation of our deferred tax assets and liabilities, or by changes in tax laws, regulations, or accounting principles.

***Our future performance depends in part on support from platform partners and data partners.***

We believe user engagement with our products and services depends in part on the availability of applications and content generated by our users and advertisers. The availability and development of these applications and content depends on user's perceptions of developing content for our platform. If users focus their efforts on other platforms, the availability and quality of applications and content for our products and services may suffer. There is no assurance that users will develop and maintain content for our mobile application. If users do not develop and maintain content for our products and services, user engagement may decline.

**Risks Related to the Shares and the Offering**

***This is a highly speculative investment.***

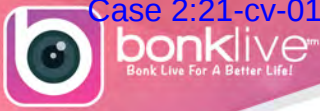
There is no guaranteed return on this investment. Our business is speculative and there is no assurance that we will satisfy any of its business goals. Because an investment in the company involves a high degree of risk, no assurance can be given that the Investors will realize any return on their investment, or that they will not lose their entire investment altogether.

***There is no public market for our Shares.***

Our Shares have no marketability. There is no public trading market for them and none is anticipated to develop. They may not be readily accepted as collateral for a loan. Consequently, Shareholders may not be able to resell or liquidate their Shares in the event of financial emergency. The purchase of Shares should, therefore, be considered only as a long-term investment.

***Securities sold in this Offering will be "restricted."***

The Securities sold in this Offering will be "restricted" securities, which have not been registered under federal or state securities laws and will not be freely transferable. This Offering is made pursuant to exemptions from the registration requirements of federal securities laws. In addition, the Offering will not be registered in any state in reliance on exemptions from registration for private offerings under state securities laws. To satisfy the requirements of certain exemptions from registration, each investor must acquire his or her Shares for investment purposes only and not with a view towards distribution. Consequently, certain conditions of the Act may need to be satisfied prior to any sale, transfer, or other disposition of Shares. Some of these conditions may include a minimum holding period, availability of certain reports, including financial statements from us, limitations on the number of Shares sold and the manner in which they are sold. We will serve as transfer agent and registrar and can prohibit any sale, transfer or disposition unless we receive an opinion of counsel provided at the holder's expense, in a form satisfactory to us, stating that the proposed sale, transfer or other disposition will not result in a violation of applicable federal or state securities laws and regulations.



Investors in this Offering will not have the opportunity to have us redeem their Shares. Accordingly, purchasers of Shares must be willing and able to bear the economic risk of their investment for an indefinite period of time. It is likely that Investors will not be able to liquidate their investment in the event of an emergency.

***The Shares have limited transferability.***

Each Investor will be required to represent that he, she or it is acquiring the Shares for investment and not with a view to distribution or resale, that such Investor understands that the Shares are not freely transferable and, in any event, that such Investor must bear the economic risk of investment in the Shares for an indefinite period of time because: (i) the Shares have not been registered under the Act or applicable state “blue sky” or securities laws; and (ii) the Shares cannot be sold unless they are subsequently registered or an exemption from such registration is available and such subscriber complies with other reasonable conditions as may be required by counsel to us. There will be no public market for the Shares and Shareholders cannot expect to be able to liquidate their investment in case of an emergency. Shareholders will be required to obtain our prior written consent to transfer Shares. There are no specified circumstances relating to the granting or withholding of our required prior written consent. Accordingly, we may refuse to consent to a request for approval to transfer Shares. Shares will bear the following legend: “THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 NOR REGISTERED NOR QUALIFIED UNDER ANY STATE SECURITIES LAWS. THIS SECURITY MAY NOT BE OFFERED FOR SALE, SOLD, DELIVERED AFTER SALE, TRANSFERRED, PLEDGED, OR HYPOTHECATED UNLESS QUALIFIED AND REGISTERED UNDER APPLICABLE STATE AND FEDERAL SECURITIES LAWS OR UNLESS, IN THE OPINION OF COUNSEL SATISFACTORY TO THE BORROWER, SUCH QUALIFICATION AND REGISTRATION IS NOT REQUIRED.”

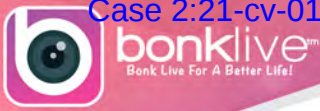
***The Offering price of our Shares was arbitrarily determined.***

The price of our Shares has been arbitrarily established by us and does not necessarily bear any relationship to our assets, book value, earnings or other established criteria of value. There is currently no active trading market for our Shares and none may develop in the future. Among factors considered in determining the purchase price are the prospects for our business, the general condition of the industry in which we operate, and an assessment of our management personnel’s prior experiences. The Offering price does not reflect market forces and should not be regarded as an indicator of any future market price of our securities.

***We do not expect to make any distributions in the foreseeable future.***

Any and all distributions to Shareholders will be made only when, as, and if declared by us in the Board of Directors’ sole discretion after taking into account many factors, including our operating results, financial condition and capital requirements. The Board of Directors anticipates that we will retain all future earnings and other cash resources, if any, for the development of our business and the Board of Directors does not intend to make any distributions to Shareholders in the foreseeable future. Companies that make distributions may be viewed as a better investment than companies that do not.





There is no assurance as to when or whether there will be cash available for the payment of distributions to Shareholders. Cash available for distributions is determined only after the payment of all of our operating expenses, and after retention of any working capital reserves.

***Our current Shareholders will continue to control us.***

As of the date of this Memorandum, our majority shareholder controls, directly or indirectly, over 95% of our current outstanding Shares. Investors in this Offering will hold Shares equivalent to only up to 3% of the total outstanding Shares based on the sales fulfillment of the additional Shares of common stock sold per this Private Placement Memorandum. Consequently, upon completion of the Maximum Offering, our current Shareholder(s) will continue to be able to control us, including our distribution, acquisition and financing policies as well as other major decisions, by voting their Shares, electing our Board of Directors and appointing our Officers.

***We have not yet prepared audited financial statements.***

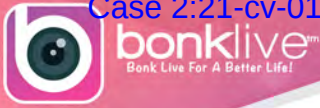
We have not prepared or caused to be prepared audited financial statements for us. The lack of audited financial statements makes an analysis of our business, our Shares and us difficult, if not impossible.

***The non-voting beneficial owner of our majority shareholder is subject to a cease-and-desist order.***

In October 2000, Ronald Shane Flynn, the non-voting beneficial owner of our majority shareholder, iMagically LLC (the “Non-Voting Member”), the Ohio State Securities Division issued Division Order No. 00-349, which is a cease and desist order alleging that the Non-Voting Member had sold securities without proper registration or exemption from registration (the “Ohio Order”). In September 2016, the California Department of Business Oversight came to the determination that Black Diamond Development and Exploration, Ltd., a venture backed by the Non-Voting Member, failed to adequately disclose the Ohio Order to investors and issued a “Desist and Refrain Order.” The Non-Voting Member’s shares in the Company are held by iMagically LLC which is manager-managed. The manager is Joshua Flynn (the “Manager”), an adult son of, but who is not living with the Non-Voting Member, and, according to the Operating Agreement of iMagically LLC, the Manager is free to vote his shares without consequence from the Non-Voting Member. iMagically LLC owns 80,000,000 shares of our outstanding common stock and is the majority shareholder. In addition to the Operating Agreement, the Non-Voting Member also executed a proxy to the Manager to vote his shares in Boink Live Streaming Corp.

## **CAUTIONARY NOTE REGARDING FORWARD LOOKING STATEMENTS**

This Memorandum contains forward-looking statements within the meaning of the federal securities laws, which involve risks and uncertainties. These forward-looking statements are not historical facts but rather are based on current expectations, estimates and projections about its industry, its beliefs and assumptions. We use words such as “anticipates,” “expects,” “intends,” “plans,” “believes,” “seeks,” “estimates” and variations of these words and similar expressions to identify forward-looking statements. These statements are not guarantees of future performance and are subject to



certain risks, uncertainties and other factors, some of which are beyond its control, are difficult to predict and could cause actual results to differ materially from those expressed or forecasted in the forward-looking statements. These risks and uncertainties include those described in “Risk Factors” and elsewhere in this Memorandum. You should not place undue reliance on these forward-looking statements, which reflect our management’s view only as of the date of this Memorandum. We undertake no obligation to update these statements or to release publicly the result of any revision to the forward-looking statements that we may make to reflect events or circumstances after the date of this Memorandum or to reflect the occurrence of unanticipated events.



## ESTIMATED USES OF PROCEEDS

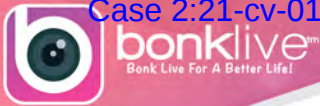
We will realize gross proceeds from the Offering of up to \$, provided that the Maximum Offering is achieved. We anticipate the proceeds will generally be used as detailed below. The estimate set forth below is not intended to represent the order of priority in which the proceeds may be applied.

### Estimated Uses of Proceeds for a Maximum Offering

	<u>Dollar Amount</u>	<u>Percentage of Gross Proceeds</u>
<b>Assembly of Creative Team</b>		
Programmer Salaries	\$2,200,000	22%
Other Technical Personnel	\$1,200,000	12%
Other R&D Costs	\$1,500,000	15%
<b>Total Creative Costs</b>	<b>\$4,900,000</b>	<b>49%</b>
<b>Sales &amp; Marketing</b>		
Sales Salaries	\$1,200,000	12%
Sales Commissions	\$1,500,000	15%
Marketing Salaries	\$600,000	6%
Advertising/Promotion	\$700,000	7%
Other Sales/Marketing Costs	\$550,000	3.5%
<b>Total Sales and Marketing Costs:</b>	<b>\$4,550,000</b>	<b>45.5%</b>
<b>Other</b>		
Working Capital Needs	\$500,000	5%
Offering Expenses	\$50,000	0.5%
<b>Total Other</b>	<b>\$550,000</b>	<b>5.5%</b>
	<b>\$10,000,000</b>	<b>100.00%</b>

### ASSEMBLY OF CREATIVE TEAM

We will reserve a portion of the proceeds from this Offering to cover general operating costs and overhead expenses. Funds may also be used for the purpose of participating in marketing and promotional events that arise as well as for other business development needs.

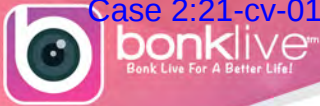


## Offering Expenses

Offering expenses incurred in connection with this Offering include legal, financial and accounting fees, printing and other costs, needed to prepare this Private Placement Memorandum as well as SEC compliance regulation information. Additional expenses include but are not limited to expenses incurred for professional services from the organization that acted as the Company's financial advisor.

The foregoing represents our best estimate as to how the proceeds of the Offering will be expended. We reserve the right to redirect any portion of the funds either amongst the items referred to above, or amongst such other projects as our management considers to be in our best interest.





## PLAN OF OPERATION

### Overview

We are a Delaware corporation formed on August 22, 2017 in order to develop a mobile application by which our users may broadcast and watch live streaming video based on social media technologies. We have no operating history upon which an evaluation of our prospects and us can be based. The risks, expense and difficulties encountered by early-stage companies must be considered when evaluating our prospects. Over the next twelve months, we plan to operate our business as set forth in this section.

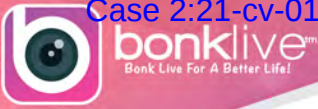
### Financial Condition

We are in a middle stage of development. Because we were only recently formed and have received only minimal cash contributions, we believe financial statements would not be meaningful and, thus, no financial statements are being provided with this Memorandum. However, potential investors are encouraged to contact us with questions.

As we have received minimal cash contributions to date, we cannot execute our business plan using only our current cash resources and will be dependent on the funds from this Offering. With the proceeds from the Maximum Offering, we expect that we will be able to satisfy our cash requirements for the next 4 months. However, our operating expenses cannot be predicted with certainty. They will depend on several factors, including the business environment in which we operate. We anticipate seeking up to \$90 million in additional funds through the sale of our securities and through debt offerings within the next two years to execute our business plan, which requires offices, staff, advertising, 3D virtual Gifts, and augmented reality games.

### Employee Growth

After we receive funding and to handle our projected growth, we expect to hire a substantial number of employees over the next two years. We anticipate hiring over 60 programmers, artists and other technical personnel as well as 55 administrative personnel over the two years following the completion of the Offering to meet our projected growth.



## OUR BUSINESS

### General

Our principal executive office is located at The Bristol Office, 2nd Floor, 5 High Street, Westbury-on-Trym, Bristol, BS9 3BY United Kingdom. Our principal office in the United States is at 42 Broadway, Suite 1536, New York, NY 10004. Our website is located at <http://www.boinklive.com>. We have created a free to download mobile application based on broadcasting and watching live streaming videos. Our plan is to generate revenue capitalizing on the growing popularity of live streaming entertainment across the world. Through our application and its features users and advertisers will be able to produce and promote high quality streaming entertainment. Our applications include a feature by which our users may purchase gifts, through iTunes, google store and PayPal to send to their favorite broadcasters; as well as the possibility for advertisers to purchase different types of advertising slots.

### Organizational Structure

We are a Delaware corporation formed on August 22, 2017. We plan to be a fully operational company after funding is received.

### Revenue Model

We plan on generating revenue through six unique and different streams.

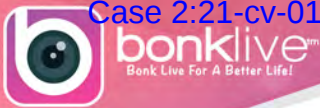
#### 1. Logo advertisement placement

We will offer logo placement in carousel for our advertisers. Our screen interface will allow for a 16-logo slot stream advertising continuously over 24 hours. Each of these 16 slots will change every 10 minutes. In one hour (60 minutes) we will be able to advertise 96 different logos. The 96 logos advertised per hour multiplied by the 24 hours in a day adds up to 2,304 logo slots in one day. At a price of \$60 per slot, we anticipate profits of \$138,240 per day for logo advertisement only.

#### 2. Pay-per-push.

Connected to our first revenue stream, we anticipate that for each logo advertiser will pay \$0.25 for each user who presses on a logo. The 2,340 logos showcased each day in Boink, multiplied by 365 days in a year, add up to 840,960 logo spots per year. Based on the aforementioned information we have estimated the following results:

- 840,960 x 1000 clicks x 0.25 cents, equal \$210,240,000 per year.
- 840,960 x 5000 clicks x 0.25 cents, equals \$1,051,200,000 per year.
- 840,960 x 10,000 clicks x 0.25 cents, equals \$2,102,400,000 per year.
- 840,960 x 50,000,000 clicks x 0.25 cents, equals \$10,512,000,000 per year.
- 840,960 x 100,000,000 clicks x 0.25 cents, equals \$21,024,000,000 per year.



3. Virtual gifts.

Gifts purchased by our users through iTunes, Google Store and PayPal may be given as rewards to their favorite broadcasters. These gifts and rewards are purchased and given to the broadcaster while they are streaming live as an interactive gift. Broadcasters who receive such gifts and rewards have two options; they can either use the coins given in exchange for gold bars, which can be withdrawn in cash; or they can exchange the coins for gold bars to buy more coins and send gifts to their favorite broadcasters.

The cost of buying a virtual gift will be the following:

- \$1.50 will buy 45 Boink Coins.
- \$10.00 will buy 350 Boink Coins.
- \$29.95 will buy 900 Boink Coins.
- \$128.95 will buy 3975 Boink Coins.

Based on the values presented above we have estimated the following potential income stream:

One million users buying virtual Boink at \$1.50 = \$1,500,000.  
 One million users buying virtual Boink at \$10.00 = \$15,000,000.  
 One million users buying virtual Boink at \$29.95 = \$29,950,000.  
 One million users buying virtual Boink at \$128.95 = \$128,950,000.

Five million users buying virtual Boink coins at \$1.50 = \$7,500,000.  
 Five million users buying virtual Boink coins at \$10.00 = \$70,000,000.  
 Five million users buying virtual Boink coins at \$29.95 = \$149,750,000.  
 Five million users buying virtual Boink coins at \$128.95 = \$644,750,000.

4. Debit and credit card

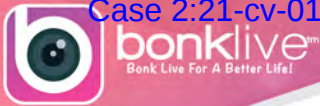
We will pay our broadcasters via a Bonk debit and credit card. We expect to receive a minimum of \$50 per card, per year as maintenance fees. Based on such fee, we have estimated the following potential revenues from our debit and credit cards:

- 1,000,000 debit and credit card user's x \$50.00 = \$50,000,000.
- 5,000,000 debit and credit card user's x \$50.00 = \$250,000,000.
- 10,000,000 debit and credit card user's x \$50.00 = \$500,000,000.

5. Advertisements read by broadcasters.

For ads with a word count of 30 words or less to be read by our broadcasters on their channel while streaming, advertisers will pay \$150; for ads with a word count of 31 to 50 words advertisers will pay \$500.

6. One to three minute commercials.



For commercials to be broadcasted in our application advertisers will pay \$1,000 for a one minute commercial; for two minute commercials advertisers will pay \$2,000; and for a three-minute commercial, some advertisers will pay up to \$3,000.

The advertiser will pay \$1,000, \$2,000 or \$3,000 for a 24-hour period in which the commercial will be played 10 times on the selected broadcaster's streaming live broadcast. For a \$1,000 commercial, the broadcaster will receive 300 coins, for a \$2,000 commercial the broadcaster will receive 500 coins; and for a \$3,000 commercial the broadcaster will receive 1,000 coins.

### **Product Distribution**

Users will have access to download our social media application free of charge on App Store, Google Play, Windows Phone Store and Blackberry App World; and through our website at [www.boinkliven.com](http://www.boinkliven.com).

### **Project development**

We intend to distinguish ourselves from our competition through marketing, advertising and promotional plans. We believe that an intense, calculated and relentless promotional campaign will enable Boink to grow in popularity and revenues. We intend to utilize the success we anticipate from live streaming broadcasting to develop profits via live audience participation through gifts, rewards, independent distribution, merchandising, event promotions and live advertising.

### **Internet Strategy**

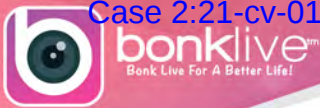
We believe our application is very simple and easy to use. With online streaming fast becoming a very convenient and intuitive way to engage within the web and with the world, we believe Boink could grow its number of users exponentially. Online live video streaming has become a core business in the media and entertainment business; which has lead other fields to view it as an interesting, attractive, effective and increasingly essential tool for marketing, advertising and communicating ideas. Nowadays online streaming makes it possible to watch everything from live news and sports to classic movies and modern television programs at any time, and on a variety of different devises. Our application will be available on smart tables, smartphones and computers. One of its features includes a favorites link that will allow our users to save their favorite broadcasters, so they can watch them whenever they go live.

### **Market Size and Analysis**

One of the defining phenomena of the present times reshaping the world as we know it is the worldwide access to the internet, which will reach some 2.95 billion people by 2020, according to the International Telecommunications Union. An estimated 650 million of these users are expected to be from China; and approximately 462 million from India.<sup>1</sup> Within the internet, social media has revolutionized the way me communicate with the world. In fact, the power of social media networking is such, that according to Statista, in August 2017, 86% of the United States residents are internet users and 79% of those have Facebook accounts. The region with the highest penetration

<sup>1</sup> Internet World Statistics. Available at: <http://www.internetworldstats.com/stats3.htm> (last accessed: August 28, 2017).



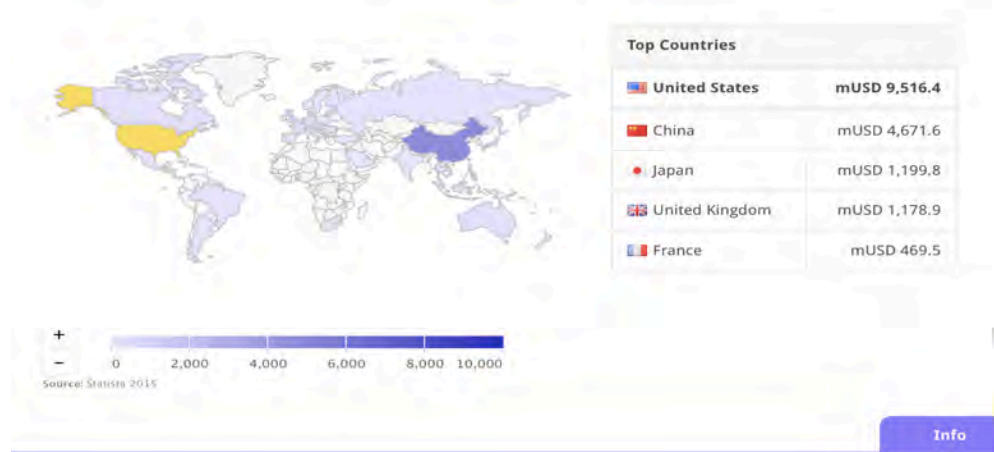


rate of social media networks in North America, where around 78% of the population has, at least, one social network account.<sup>2</sup>

We will be concentrating our efforts in Asia and India, where most of the world population with access to the internet lives; and where we believe most of our users will come from. However, we expect our offices in New York City in the U.S. to achieve maximum penetration while marketing and communicating with the potential 78% of the population that already uses social media networks and outlets.

Mobile marketing will play an essential role in our revenue stream. This type of marketing involves initiatives that use mobile devices as platforms for marketing. These initiatives include SMS and MMS marketing, cross-platform advertising, app-based and location based marketing strategies, and mobile optimization of email marketing, inter alia. With the projected growth in the number of smartphones and other mobile device users expected to reach 2.08 billion in 2016, and mobile web usage overtaking desktop web usage in 2016; we expect mobile marketing to rise as a promising and lucrative field in the marketing and advertising industry. We will pioneer live on air broadcasting of mobile advertisement through live stream advertising.

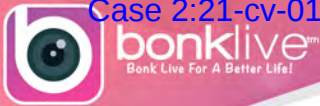
Video advertising considers all ad formats within the web or mobile application based video players. These video ads usually appear before, during or after the streamed video. Text or images can be overlaid to appear while the video ad is being played. The chart below illustrates how much was spent on mobile application advertising in 2015. These numbers were expected to increase by 100% in 2016 and to double again in 2017.



### Statistics and Facts about Social Media Marketing in the United States

Social media started as an entertainment tool and quickly evolved into a powerful marketing tool. While serving its primary purpose of connecting people, social media also plays a major role in connecting marketers with customers. Social media marketing is on the rise, as this type of media gains importance in the industry and shows potential for further development. Investments in social media advertising worldwide are forecast to nearly double in a two-year time span, going from

<sup>2</sup> Statista, available at: <http://www.smartinsights.com/social-media-marketing/social-media-strategy/new-global-social-media-research/> (last accessed August 28, 2017).



approximately 16 billion dollars in 2014 to nearly 31 billion dollars in 2016. The United States is, by far, the largest social media advertising market in the world, as more than 9.4 billion dollars were spent on social media ads in the country in 2015 alone<sup>3</sup>.

Facebook, the leading social network in the world, and is the most used social network for marketing purposes. Twitter and LinkedIn were also popular amongst marketers, with respectively 79% and 71% of marketers affirming that they use these platforms. The preference for Facebook has a direct impact on the company's total revenue and revenue per visit ("RPV"), considering advertising is the main source of revenue of the company. Facebook has the highest revenue and the highest RPV in the industry. For every visit on Facebook, the company earns \$1.25. Pinterest has the second highest RPV with \$0.74.

The majority of marketers see the success of social media as an important part of the overall marketing objectives of a company. Along with more traditional digital approaches and channels such as email marketing and content marketing, social media marketing is considered one of the most effective digital marketing channels for customer retention in the U.S. Marketers particularly turn to social media marketing to increase their audience engagement and brand awareness, as well as to generate leads and send traffic to their website.

### Statistics and Facts about Mobile Application Usage

Mobile apps are software applications designed to run on smartphones, tablet computers and other mobile devices. They are typically available through native distribution platforms, which are operated by the owners of the mobile operating system. Some of the most popular operating systems are Apple's App Store, Google Play, Windows Phone Store and BlackBerry App World. As of June 2015, more than 100 billion mobile applications had been downloaded from the Apple App Store.

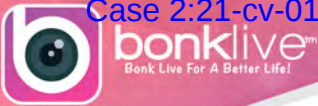
Whereas mobile applications were originally offered as productivity and information retrieval tools such as calendars, e-mail, stock market and weather information, the market has rapidly expanded due to public demand and availability of developer tools. Currently, some of the most popular application categories include gaming, entertainment and education.

Many of the most popular mobile properties are mainly accessed via mobile applications instead of mobile browsers. Popular examples are mobile social networking properties, led by Facebook with 727 million monthly active mobile-only users. Another growing market is mobile retail via shopping applications, as well as mobile gaming and other possibilities of application monetization.

Mobile messenger applications have also experienced a surge in popularity. According to recent statistics, the mobile messaging application WhatsApp has more than 900 million monthly active users who utilize the application's low-cost messaging features as a cheap alternative to SMS. Other popular chat application features are group chats and multimedia messages such as video or photo messages.

In 2014, 36% of smartphone and 45% of tablet users had purchased at least one application for their mobile device. According to industry figures, the number of mobile application buyers in the United States is projected to reach 85 million in 2019.

<sup>3</sup>



## Target Market

Our primary target market will be young people, ages 13 to 26; and everyone who loves music, entertainment or social media and who has internet connectivity. Other social media users will also be targeted through connections with Facebook, Google, Twitter, Snapchat and Instagram. Our secondary target market consists of people who are looking for niche content in different areas, such as music, shorts, humor, entertaining broadcasters, reviews, critics, etc.; that can't be found on traditional websites and/or on other social media platforms.

## Competition

We will face intense competition from a number of established companies, including large corporations that currently dominate the market and possess competitive advantages. Companies that will compete with us include Facebook, Instagram and Snapchat which include some form of live streaming video broadcasting. Other of our current competitors, that include live streaming applications are:

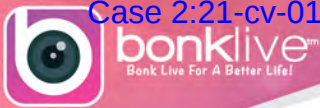
Live.me  
Bigo.live

Our competitive edge resides in the system that we have implemented for our advertisers. With this system, we will allow millions of advertisers to advertise their products and services through their favorite broadcaster. There are benefits for both advertisers and for broadcasters. Advertisers will be able to choose a broadcaster that shares their company values and effectively represents their brand; while broadcasters will be rewarded for promoting products they use or believe in.

The broadcaster will receive coins for reading ads or for showing commercials featuring the advertiser's products and services while streaming to their audience. The advertiser will be charged by the number of viewers watching the live streaming broadcast. The amount of coins the broadcaster will receive is proportional to their audience, the bigger the audience, the bigger the rewards. Advertisers will reach their target audience by purchasing live advertising time from Boink Live Streaming Ltd. They will then be able to choose and contact their favorite or top broadcasters to have them read an ad or show one of their commercials.

We believe that our unique advertising approach will allow advertisers to gauge a significant return on investment on their advertising dollar in real time; while allowing them to combine different mediums of advertising in one place and with one click. Boink will initially feature commercials, interactive read-throughs and live special offers; all specifically directed to our advertiser's target audiences. We have implemented an easy to use, advertiser friendly system by which our advertisers will receive alerts and notifications when their budget is getting low. This will happen when their campaigns get a lot of attention and the pay per push rate is high. We have also included a special advertiser login portal, where our advertisers can keep track and monitor the results of their marketing and promotional campaigns in real time. Additionally, we will provide our advertisers with detailed post ad reporting, informing them of click rates, viewer numbers and amount of potential sales.

## Governmental Regulation



We will need to comply with a number of Internet regulations. Also, the law governing commerce on the Internet is largely unsettled, but may have a significant impact on any website we operate.

## Employees

We believe that our business is not labor-intensive and we anticipate hiring employees and technical personnel on an as-needed basis. The quality of our staff will be crucial to our success.

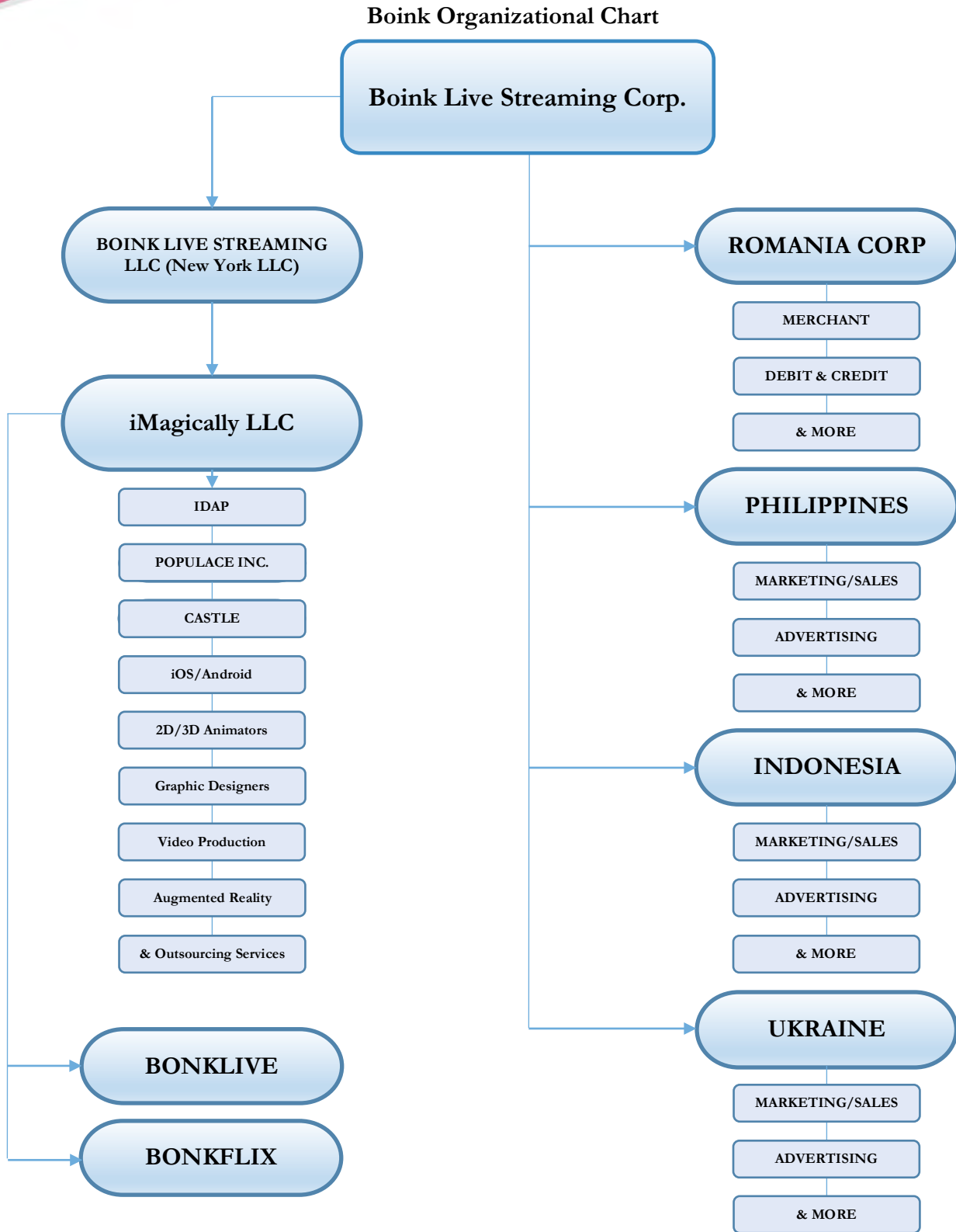
## Legal Proceedings

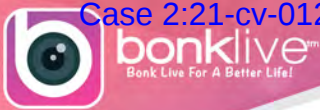
We are not a party to, and none of our property is the subject of, any material pending legal proceedings. In October 2000, Ronald Shane Flynn, the non-voting beneficial owner of our majority shareholder, iMagically LLC (the “Non-Voting Member”), the Ohio State Securities Division issued Division Order No. 00-349, which is a cease and desist order alleging that the Non-Voting Member had sold securities without proper registration or exemption from registration (the “Ohio Order”). In September 2016, the California Department of Business Oversight came to the determination that Black Diamond Development and Exploration, Ltd., a venture backed by the Non-Voting Member, failed to adequately disclose the Ohio Order to investors and issued a “Desist and Refrain Order.” The Non-Voting Member’s shares in the Company are held by iMagically LLC which is manager-managed. The manager is Joshua Flynn (the “Manager”), an adult son of, but who is not living with the Non-Voting Member, and, according to the Operating Agreement of iMagically LLC, the Manager is free to vote his shares without consequence from the Non-Voting Member. iMagically LLC owns 80,000,000 shares of our outstanding common stock and is the majority shareholder. In addition to the Operating Agreement, the Non-Voting Member also executed a proxy to the Manager to vote his shares in Boink Live Streaming Corp.

## Dividend Policy

We have never paid cash dividends on any of our capital stock, and we do not anticipate paying cash dividends on any of our capital stock in the foreseeable future. We intend to retain all earnings, if any, for use in connection with the development of business operations.







## MANAGEMENT AND EXECUTIVE COMPENSATION

### Directors and Officers

Our director(s) and officer(s) are as follows:

Officers	Name	Age	Compensation (USD\$)
CEO/President	John Lamb	48	275,000
VP Sales	Joshua Flynn	35	175,000
VP Technology	Roi Calderon	32	350,000
VP Marketing	Joseph Bonica	38	175,000
	Richard Marchitto		(Currently being paid in shares, but eventually will earn up to 200k)
Accounting / Banking		68	
Legal Officer	Arcel Muldong	34	\$18,000 plus shares

Directors	Age	Function	Compensation
John Lamb	48	Director	\$25,000
Joshua Flynn	36	Director	

### Duties, Responsibilities and Experience

**John Lamb.** John Lamb is a British citizen who received a Bachelor's degree in Business studies from Rye hill college, Newcastle upon Tyne in 1990. He is a Family man with three children and is 48 years old.

John currently is working with Boinklive Streaming Corp. as the CEO and President of the company. He is responsible for the day-to-day operating activities that involve building the BonkLive application, collecting regular reports from all team members around the world, and ensuring business is running smoothly while executing the company's strategic plans.

Johns experience stems from working for Procter and Gamble while living in England as he was part of a marketing team that developed, managed and implemented the creative ideas for a variety of products. He was highly effective and maintained an aggressive annual marketing plan for many products and stores using the Procter and Gamble products.

John also maintained and implemented a series of marketing strategies and annual marketing plans and budgets. He also created and prepared a plethora of presentations for advertising/promotional campaigns.



### **Other Employee Salaries:**

Yearly Programmer salaries \$75,000 to \$150,000 for iOS, Android.

Yearly Developers salaries \$375,000 to \$500,000.

Yearly CTO salaries \$250,000 to \$350,000.

Hourly rates for Programmers from \$40.00 to \$150.00.

Hourly rates for Developers \$150.00 to \$300.00.

Hourly rate Art designer \$25.00.

Hourly QA Services 15.00 to \$25.00.

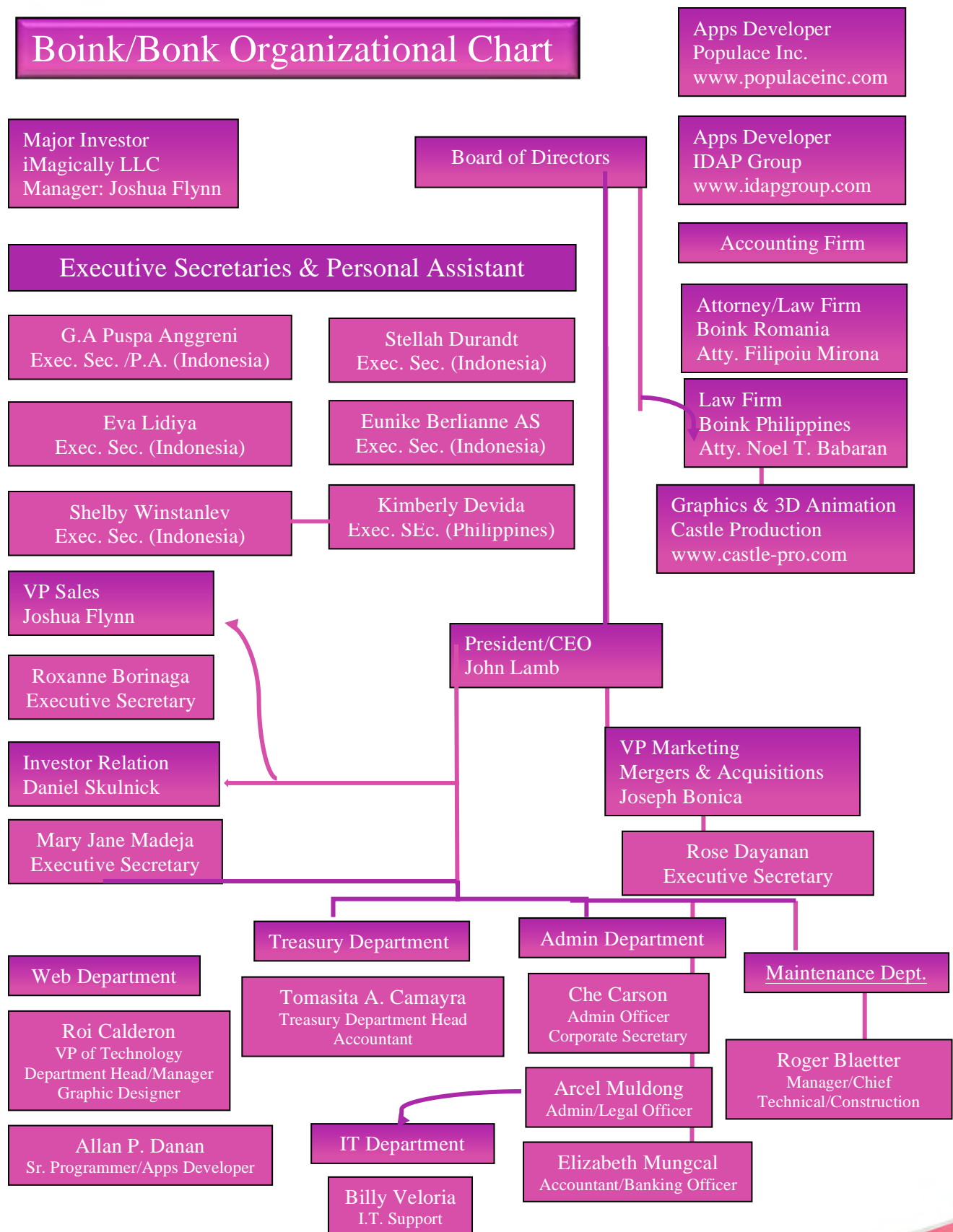
Hourly UI/UX Design Development \$25.00 to \$75.00.

Hourly Backend development \$25.00 to 75.00.

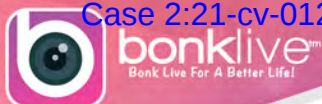
Merchant services will be done by the Romanian corporation and then 47% of the revenues from the Romanian corporation will go back to the corporation as revenue and eventually distributed to investors.



## Boink/Bonk Organizational Chart







## Employment Agreements

We do not currently have employment agreements in place with any of our officers.

## Certain Relationships and Related Transactions

We have not entered into any material transactions with any director, executive officer, promoter, security holder who is a beneficial owner of 5% or more of our common stock, or any immediate family member of such persons.

## Limitation of Liability and Indemnification Matters

We have adopted provisions in our Certificate of Incorporation that limit the liability of our directors for monetary damages arising from a breach of their fiduciary duty as directors to the fullest extent permitted by the Delaware General Corporation Law. This limitation of liability does not affect the availability of equitable remedies such as injunctive relief or rescission. Our bylaws also authorize us to provide indemnification to other agents of ours to the fullest extent permissible under the Delaware General Corporation Law.

## Pending or Threatened Litigation

No pending or threatened litigation or proceeding involving a director, officer, associate or other agent of ours currently exists as to which indemnification is being sought. We are not aware of any threatened litigation that may result in claims for indemnification by any director, officer, associate or other agent of ours.

## SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

The following table sets forth certain information regarding beneficial ownership of our securities both as of the date of this Memorandum and assuming the completion of the Maximum Offering by: (i) each of our officers and directors; (ii) all directors and officers as a group; and (iii) each stockholder known by us to be the beneficial owner of more than 5% of our outstanding securities.

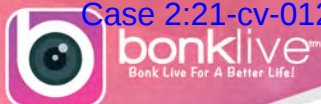
<b>Name and Address of Beneficial Owner</b>	<b>Amount of Beneficial Ownership</b>	<b>Percentage Ownership Before Offering</b>	<b>Percentage Ownership After Maximum Offering</b>
iMagically LLC <sup>4</sup>	80,000,000	76.90%	75.45%
All directors and officers as a group (four persons)	80,000,000	76.90%	75.45%

<sup>4</sup> See “Risk Factors—The Non-Voting Beneficial Owner of our Majority Shareholder is Subject to a Cease-and-Desist Order” on page 35 herein.



**bonklive™**  
Bonk Live For A Better Life!

The number and percentage of our securities beneficially owned is determined in accordance with Rule 13d-3 and 13d-5 of the Securities Exchange Act of 1934, and the information is not necessarily indicative of beneficial ownership for any other purpose. We believe that each individual or entity named has sole investment and voting power with respect to the securities indicated as beneficially owned by them, subject to community property laws, where applicable, except where otherwise noted.



## DESCRIPTION OF SECURITIES

Our authorized capital stock consists of 150,000,000 Shares of common stock, \$0.000001 par value (the “Shares”), and 200,000 Shares of blank check preferred stock, no par value. As of the date of this Memorandum, 104,026,350 Shares are issued and outstanding. The Securities offered hereunder consist of up to 2,000,000 Shares. The following description of our securities is intended as a summary only.

### Terms of the Shares

The Shares are equal in all respects, and upon completion of the Offering, the Shares will comprise the only representation of ownership that we will have issued and outstanding to date.

The Shares have equal voting rights. Each Shareholder is entitled to one vote for each Share held on each matter submitted to a vote of the Shareholders. However, the implementation of many of our objectives and policies will be the responsibility of our Board of Directors and executive officers.

Shareholders are entitled to dividends only when, as and if declared by the Board of Directors out of funds legally available therefore. To date, we have not declared any such distributions. Future distribution policies are subject to the discretion of the Board of Directors and will depend upon a number of factors, including among other things, our capital requirements and financial condition. Our Board of Directors does not anticipate any distributions in the foreseeable future at this time.

The Shares are not redeemable and do not have conversion rights. The Shares currently outstanding are, and the Shares to be issued upon completion of this Offering will be, fully paid and non-assessable. Shareholders are not obligated to make additional capital contributions. In the event of our dissolution, liquidation or winding up, the assets then legally available for distribution to the Shareholders will be distributed ratably among the Shareholders in proportion to the number of Shares held by each, unless a class of stock with preferred liquidation rights is issued subsequent to the date of this Memorandum.

**Share Transfers.** The Shares will generally be subject to certain principal restrictions on transfer imposed by federal and state securities laws. We will act as our own transfer agent and registrar for our Shares.

### Other Outstanding Securities

We do not currently have any other securities outstanding.

### Undesignated Shares of Preferred Stock

Our Board of Directors has the authority to fix and determine the number of Shares constituting a series of preferred stock and the relative rights, preferences, privileges and immunities, if any, and any qualifications, limitations or restrictions thereof, of the Shares thereof, including the authority to fix and determine the dividend rights, dividend rates, conversion rights, voting rights and terms of redemption (including sinking fund provisions), redemption prices and liquidation preferences of



any wholly unissued series of preferred stock and to increase or decrease the number of Shares of any outstanding series, without further vote or action by shareholders.

### **Distribution of Proceeds to Investors**

Investors are accepted as Shareholders upon the Executive's acceptance of their Subscription Agreement. Distributions are made only to Shareholders listed in our books and records. Beginning six months after the close of the initial quarter in which funds have been invested (the "Investment Period"), we plan to distribute quarterly distributions to our Shareholders according to the following schedule:

**Distributable Operating Income:** "Distributable Operating Income" means net profits from all activities that generate a positive cash flow less (i) operating expenses; (ii) current principal and interest payments on financing; (iii) amounts reserved by the Board of Directors of the Company (the "Board") in its sole discretion subject to certain conditions; and (iv) amounts invested or reserved by the Board for repairs, maintenance or improvements.

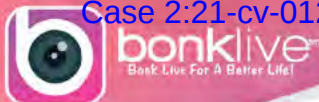
100% of our Distributable Operating Income shall be distributed first to the Shareholders until they have received a 3% per year cumulative non-compounded priority return on their invested capital prior to any Distributable Operating Income being distributed to the majority shareholder on account of its interest (the "Preferred Return").

After payment in full of the Preferred Return, 100% of the Net Profits Return shall be distributed to the Majority Shareholder until the Majority Shareholder has received 10% of the aggregate Preferred Return (the "Catch Up").

After payment in full of the Preferred Return and the Catch Up, any additional Distributable Operating Income shall be distributed proportionally to the Shareholders (the "Distributions").

Upon our initial public offering or sale of substantially all our assets or merger, Shareholders shall receive a return of all their capital, including without limitation any accrued but unpaid Preferred Return, followed by the Catch Up, following which any remaining funds shall be distributed proportionally to our Shareholders pursuant to regular Distributions.





## TERMS OF THE OFFERING

We are offering a maximum of 2,000,000 Shares (subject to a 25% over-allotment option) at a price of \$5.00 per Share, with no minimum offering. There is a minimum investment of 4,000 Shares for \$20,000. Investors are required to make their investment in cash concurrently with subscription to us. No fractional Shares will be issued. We will return subscription funds, without interest thereon or deduction therefrom, to any Investor whose subscription is not accepted.

Prior to the Initial Closing, all funds received from Investors, whether or not ultimately accepted by us, will be deposited and held in a business bank account at Chase Bank, account number [REDACTED] 3269, routing and transit number 021000021 (the "Business Bank Account"). We may conduct multiple "Interim Closings" up to the Maximum Offering, at which time a "Final Closing" will be held. The Offering will be open until the Maximum Offering is reached, but no later than Click here to enter a date., unless earlier terminated or later extended by us.

We may reject or accept, in our sole and exclusive discretion, in whole or in part, in one or multiple installments, any prospective Investor's Subscription Agreement. Subscriptions will be rejected for failure to conform to the requirements of the Offering, insufficient documentation, over-subscription of the Offering, or for such other reasons as we may determine in our sole discretion. See "Plan of Distribution." Investors who have tendered their subscription proceeds may not withdraw their subscriptions, even if we have not yet accepted the subscription.

**THIS MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL, OR THE SOLICITATION OF AN OFFER TO BUY, SHARES AS TO ANY PERSON OR ENTITY UNLESS AND UNTIL WE HAVE DETERMINED (IN OUR SOLE DISCRETION) THAT SUCH PARTY POSSESSES THE REQUIRED QUALIFICATIONS. EACH INVESTOR WILL BE REQUIRED TO MAKE CERTAIN REPRESENTATIONS TO US, INCLUDING REPRESENTATIONS AS TO INVESTMENT INTENT, DEGREE OF SOPHISTICATION, ACCESS TO INFORMATION CONCERNING US AND ABILITY TO BEAR THE ECONOMIC RISK OF THE INVESTMENT.**



## PLAN OF DISTRIBUTION

Our management personnel are offering the Shares on our behalf on a “best-efforts” basis. They will use their best efforts to offer and sell the Shares but will not commit to purchase the Shares or to sell any minimum number of Shares. Our management personnel will not be compensated for any Shares sold. We reserve the right, at our sole discretion, to retain SEC registered, FINRA member broker-dealers to participate in the Offering and we may compensate such participants with a portion of the gross proceeds from the Offering.

We expect to incur expenses in connection with this Offering. We will pay all of the expenses of this Offering, including fees to our legal counsel, whether or not any Shares are sold in the Offering. Any Investor desiring to engage separate legal counsel in connection with this Offering will be responsible for the fees and costs of such separate representation.

### Closing Date

All proceeds from sales of the Shares in the Offering will be deposited into our business bank account. If we reject an Investor’s subscription for Shares, the Investor’s subscription funds will be returned to the Investor without interest thereon or deduction therefrom. The Offering will continue until the earlier of sale of the Maximum Offering or Click here to enter a date., unless earlier terminated or extended by us in our sole discretion.

## SUITABILITY STANDARDS

### *General*

Investment in the Securities involves significant risks and is suitable only for persons of adequate financial means who have no need for liquidity with respect to this investment and who can bear the economic risk of a complete loss of their investment. This Offering is made in reliance on exemptions from the registration requirements of the Act, as amended, and applicable state securities laws or regulations.

The suitability standards discussed below represent minimum suitability standards for prospective Investors. A prospective Investor’s satisfaction of such standards does not necessarily mean that the Securities are a suitable investment for such prospective Investor. Prospective Investors are encouraged to consult their personal financial advisors to determine whether an investment in the Shares is appropriate. We may reject subscriptions, in whole or in part, in our absolute discretion.

We will require each prospective Investor to represent in writing, among other things, that:

- (i) by reason of his, her or its business or financial experience, or that of his, her or its professional advisor, he, she or it is capable of evaluating the merits and risks of an



investment in the Securities and of protecting his, her or its own interest in connection with the transaction;

- (ii) he, she or it is acquiring the Securities for his, her or its own account, for investment only and not with a view toward the resale or distribution of the Securities;
- (iii) he, she or it is aware that the Securities have not been registered under the Act or any state laws and that their transfer is restricted by the Act, applicable state securities laws, and the Subscription Agreement to be entered into in connection with the purchase of the Securities, and he, she or it is aware of the absence of a market for the Securities; and
- (iv) he, she or it meets the suitability requirements described below.

### ***Suitability Requirements***

Each prospective Investor must represent in writing that he, she or it qualifies as an Accredited Investor or a Sophisticated Investor and must demonstrate the basis for such qualification.

**Non-accredited Investors.** We will permit the sale of Shares to up to 35 non-accredited but sophisticated investors. We will require each non-accredited investor that purchases Shares to represent in writing that:

- (i) he/she/it has reviewed the contents of this Memorandum and understands the terms of the Offering;
- (ii) he/she/it has a preexisting personal relationship with the Company or any of its affiliates;
- (iii) he/she/it has such knowledge and experience in financial and business matters that he/she/it alone is capable of evaluating the merits of investing in the Offering;
- (iv) he/she/it is acquiring the Shares for his/her/its own account and not with a view to resale or distribution;
- (v) he/she/it has an individual net worth, or joint net worth with his/her spouse, sufficient to bear the risk of losing his/her/its entire investment;
- (vi) his/her/its overall commitment to investments, which are not readily marketable, is not disproportionate to his/her/its individual net worth, and his/her/its investment in the Shares will not cause such overall commitment to become excessive;
- (vii) he/she/it has adequate means of providing for his/her/its expenses and liabilities, both current and long term, and has no need for liquidity in this investment; and
- (viii) he/she/it had, during the past year, or estimates that he/she/it will have during this year, a net worth, exclusive of personal home, furnishings and automobiles, of at least ten times the amount of investment.





**Accredited Investors.** To be an Accredited Investor, a prospective Investor must fall within any of the following categories at the time of the sale of Securities to such Investor:

- (i) A natural person whose individual net worth, or joint net worth with that person's spouse, at the time of such person's purchase of the Securities exceeds \$1,000,000 (excluding the value of that person's primary residence and the related amount of indebtedness secured by the primary residence up to its fair market value, *provided, however*, that indebtedness secured by the residence in excess of the value of the home should be considered a liability and deducted from the person's net worth);
- (ii) A natural person who had an individual income in excess of \$200,000 in each of the two most recent years or joint income with that person's spouse in excess of \$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;
- (iii) A bank as defined in Section 3(a)(2) of the Act, or a savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act, whether acting in its individual or fiduciary capacity, a broker or dealer registered pursuant to Section 15 of the Exchange Act, an insurance company as defined in Section 2(13) of the Act; an investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that act; a Small Business Investment Company dealer by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958;
- (iv) Any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 ("ERISA"), if the investment decision is made by a plan fiduciary, as defined in section 3(21) of ERISA, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;
- (v) A private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940;
- (vi) An organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, a corporation, a Massachusetts or similar business trust, or a partnership, not formed for the specific purpose of acquiring the Securities, with total assets in excess of \$5,000,000;
- (vii) A trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the Securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) of Regulation D; or
- (viii) An entity (excluding an irrevocable trust) in which all of the equity owners are accredited investors (as defined above).





## SUMMARY OF SALES MATERIAL

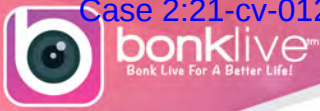
The Offering of the Shares described in this Memorandum is made only by this Memorandum. The statements made in this Memorandum are made as of the date it bears, unless another time is specified. Neither the delivery of the Memorandum, nor any sales made under it, shall create any implication that there has been no change in this Offering since the date it bears. If any material change in this Offering occurs before its completion, we will supplement this Memorandum.

## ADDITIONAL INFORMATION

Each prospective Investor may ask questions and receive answers concerning the terms and conditions of this Offering and obtain any additional information which we possess, or can acquire without unreasonable effort or expense, to verify the accuracy of the information provided in this Memorandum. Our U.S. address is 42 Broadway, Suite 1536, New York, NY 10004. Our telephone number is (949) 613-5175.

## REPORTS TO SHAREHOLDERS

We are not subject to the information reporting requirements of the Securities Exchange Act of 1934, as amended, and do not file reports, proxy statements or other information with the SEC. We do not intend to become a reporting company or to deliver to our Shareholders the quarterly and annual reports required by the Securities Exchange Act of 1934, as amended.



## EXHIBIT A

### FORM OF SUBSCRIPTION AGREEMENT

(The following Subscription Agreement is a replica of the Subscription Agreement attached as Exhibit B and is provided for the Investor's recordkeeping purposes. Investors desiring to purchase Shares should complete and return the Subscription Agreement attached as Exhibit B according to the instructions thereto.)

## SUBSCRIPTION AGREEMENT

### Boink Live Streaming Corp. (the "Company")

Please read all instructions and the terms and conditions of this agreement carefully before filling out this application. If you need assistance, please contact John Lamb at (949) 613-5175.

When application is complete, mail or fax the  
Application and your investment to:

Boink Live Streaming Corp.  
Attn: John Lamb  
42 Broadway, Suite 1536,  
New York, NY 10004

Make checks payable to: "Boink Live Streaming"

\_\_\_\_\_ Check here if you are sending your subscription funds by wire transfer.  
\_\_\_\_\_ Check here if you previously invested in this Offering.

### I. ACCOUNT REGISTRATION – Check One

_____	Individual	_____	Joint	Registration	_____	Pension or Profit	_____	Corporation,
Account				If no line is checked		Sharing		Partnership, Trust,
				below, we will issue				Association or Other
				the securities as JTWROS.	_____	IRA		Entity
				_____ Joint Tenant with				
				Right of Survivorship				
				_____ Tenants in Common				
				_____ Tenants by Entirety				
				_____ Community Property				

\_\_\_\_\_  
Name of Applicant, Custodian, Corporation, Trust or Beneficiary

\_\_\_\_\_ M or \_\_\_\_\_ F \_\_\_\_\_ \*  
Date of Birth Soc. Sec./Tax ID#

\_\_\_\_\_  
Name of Joint Tenant or Trustee (if applicable)

\_\_\_\_\_ M or \_\_\_\_\_ F \_\_\_\_\_ \*  
Date of Birth Soc. Sec./Tax ID#

\_\_\_\_\_  
Name of Additional Trustee (if applicable) Date of Trust

Marital Status (please check one) \_\_\_\_\_ Single \_\_\_\_\_ Married \_\_\_\_\_ Separated \_\_\_\_\_ Divorced

\$ \_\_\_\_\_ Investment Amount ( \_\_\_\_\_ Share(s) x \$5.00 per Share; minimum \$20,000  
(4,000 Shares) unless otherwise approved by the Company)

\*Please place a check next to the Soc. Sec. # or Tax ID # responsible for taxes. We will report this number to this IRS.

## HOME ADDRESS

THIS ADDRESS WILL BE USED FOR MAILING UNLESS YOU INDICATE OTHERWISE.  
ALSO COMPLETE ITEM II FOR MAILING TO CUSTODIAL IRAs

Street Address \_\_\_\_\_ Unit Number \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip +4 \_\_\_\_\_  
Home Phone Number (with Area Code) (\_\_\_\_\_) \_\_\_\_\_ / FAX Number (with Area Code) (\_\_\_\_\_) \_\_\_\_\_  
E-mail Address \_\_\_\_\_

## BUSINESS ADDRESS

Name of Company \_\_\_\_\_  
Street Address \_\_\_\_\_ Suite Number \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip +4 \_\_\_\_\_  
Business Phone Number (with Area Code) (\_\_\_\_\_) \_\_\_\_\_ / Fax Number (with Area Code) (\_\_\_\_\_) \_\_\_\_\_  
E-mail Address \_\_\_\_\_

## II. ALTERNATIVE DISTRIBUTION INFORMATION (CUSTODIAN)

YOU MUST COMPLETE THIS SECTION IF THIS IS AN IRA INVESTMENT:

Name of Firm (Bank, Brokerage, Custodian): \_\_\_\_\_  
Account Name: \_\_\_\_\_  
Account Number: \_\_\_\_\_  
Name of Stock Certificate: \_\_\_\_\_  
Representative Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_



### III. SUBSCRIPTION AGREEMENT

You as an individual or you on behalf of the subscribing entity are being asked to complete this Subscription Agreement so that a determination can be made as to whether or not you (it) are qualified to purchase securities under applicable federal and state securities laws.

Your answers to the questions contained herein must be true and correct in all respects, and a false representation by you may constitute a violation of law for which a claim for damages may be made against you.

Your answers will be kept strictly confidential; however, by signing this Subscription Agreement, you will be authorizing the Company to present a completed copy of this Subscription Agreement to such parties as they may deem appropriate in order to make certain that the offer and sale of the securities will not result in a violation of the Securities Act of 1933, as amended, or of the securities laws of any state.

This Subscription Agreement does not constitute an offer to sell and may be accepted or rejected in whole or in part in the sole discretion of the Company. If the subscription is rejected, the funds submitted by the investor will be promptly returned, and this Agreement shall have no force or effect.

All questions must be answered. If the appropriate answer is "None" or "Not Applicable," please state so. Please print or type your answers to all questions and attach additional sheets if necessary to complete your answers to any item. Please initial any correction.

#### INDIVIDUAL SUBSCRIBERS:

If the securities subscribed for are to be owned by more than one person, you and the other co-subscriber must each complete a separate Subscription Agreement (except if the co-subscriber is your spouse) and sign the Signature Page annexed hereto. If your spouse is a co-subscriber, you must indicate your spouse's name and social security number.

#### CORPORATIONS, PARTNERSHIPS, PENSION PLANS AND TRUSTS:

The information requested herein relates to the subscribing entity and not to you personally (unless otherwise determined in the ACCREDITED INVESTOR STATUS section).

### IV. ACCREDITED INVESTOR STATUS

TO BE AN ACCREDITED INVESTOR, YOU MUST MEET ONE OF THE FOLLOWING TESTS. PLEASE CHECK THE APPROPRIATE SPACES BELOW.

#### A. INDIVIDUAL ACCOUNTS

I certify that I am an "accredited investor" because:

1. \_\_\_\_\_ I had an individual income of more than \$200,000 in each of the two most recent calendar years, and I reasonably expect to have an individual income in excess of \$200,000 in the current calendar year; or my spouse and I had joint income in excess of \$300,000 in each of the two most recent calendar years, and we reasonably expect to have a joint income in excess of \$300,000 in the current calendar year (note: Item V, Income Statement, must be completed if you check this option);

**OR**

2. \_\_\_\_\_ I have an individual net worth, or my spouse and I have a joint net worth, in excess of \$1,000,000 (excluding

For purposes of this Subscription Agreement, “individual income” means “adjusted gross income” as reported for Federal income tax purposes, exclusive of any income attributable to a spouse or to property owned by a spouse, and increased by the following amounts: (i) the amount of any interest income received which is tax-exempt under Section 103 of the Internal Revenue Code of 1986, as amended, (the “Code”), (ii) the amount of losses claimed as a limited partner in a limited partnership (as reported on Schedule E of form 1040), (iii) any deduction claimed for depletion under Section 611 et seq. of the Code and (iv) any amount by which income from long-term capital gains has been reduced in arriving at adjusted gross income pursuant to the provisions of Sections 1202 of the Internal Revenue Code as it was in effect prior to enactment of the Tax Reform Act of 1986.

For the purposes of the Subscription Agreement, “net worth” means (except as otherwise specifically defined) the excess of total assets at fair market value, excluding your primary residence (and the related amount of indebtedness secured by the primary residence up to its fair market value, *provided, however*, that indebtedness secured by the residence in excess of the value of the home should be considered a liability and deducted from your net worth), but including all other real and personal property, over total liabilities, including mortgages and income taxes on unrealized appreciation of assets.

(Please provide a copy of the Corporate Resolution, Partnership Agreement, Limited Liability Company Operating Agreement, or Profit Sharing Plan, as applicable)

If your answer to question 1 is “No,” CHECK whichever of the following statements (a-e) is applicable to the subscribing entity. If your answer to question 1 is “Yes,” the subscribing entity must be able to certify to statement (2) below in order to qualify as an “accredited investor.”

(a) \_\_\_\_\_ an employee benefit plan within the meaning of Title I of the Employee Retirement Income Security Act of 1974, provided that the investment decision is made by a plan fiduciary, as defined in section 3(21) of such Act, and the plan fiduciary is a bank, savings and loan association, insurance company or registered investment adviser; OR

(c) \_\_\_\_\_ each of its shareholders, partners, or beneficiaries meets at least one of the following conditions described above under INDIVIDUAL ACCREDITED INVESTOR STATUS in Section A of Item V above. Please also CHECK the appropriate space in Section A of Item V above. (Note: Item V, Income Statement, must be completed for each shareholder, \_\_\_\_\_ partner or beneficiary if you are relying upon an

income standard by checking option 1 in Section A of Item IV above.) OR

(d) \_\_\_\_\_ the plan is a self directed employee benefit plan and the investment decision is made solely by a person that meets at least one of the conditions described above under INDIVIDUAL ACCREDITED INVESTOR STATUS in Section A of Item IV above. Please also CHECK the appropriate space in Section A of Item IV above. (Note: Item V, Income Statement, must be completed if you are relying upon an income standard by checking option 1 in Section A of Item IV above.) OR

(e) \_\_\_\_\_ a corporation, a partnership or a Massachusetts or similar business trust with total assets in excess of \$5,000,000.

2. If the answer to Question 1 above is “Yes,” please certify the statement below is true and correct:

\_\_\_\_\_ The undersigned entity certifies that it is an accredited investor because each of its shareholder or beneficiaries meets at least one of the conditions described above under INDIVIDUAL ACCREDITED INVESTOR STATUS in Section A of Item IV above. Please also CHECK the appropriate space in Section A of Item IV above. (Note: Item V, Income Statement, must be completed if you are relying upon an income standard by checking option 1 in Section A of Item IV above.)

### **C. TRUST ACCOUNTS**

(Please provide complete copy of the Trust)

1. Has the subscribing entity been formed for the specific purpose of investing in the securities? \_\_\_\_\_ YES  
\_\_\_\_\_ NO

If your answer to question 1 is “No,” CHECK whichever of the following statements (a-c) is applicable to the subscribing entity. If your answer to question 1 is “Yes,” the subscribing entity must be able to certify to the statement (c) below in order to qualify as an “accredited investor.” The undersigned trustee certifies that the trust is an “accredited investor” because:

(a) \_\_\_\_\_ The trust has total assets in excess of \$5,000,000 and the investment decision has been made by a “sophisticated person” as described in Rule 506(b)(2)(ii) promulgated under the Act; OR

(b) \_\_\_\_\_ The trustee making the investment decision on its behalf is a bank (as defined in Section 3(a)(2) of the Act), a saving and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act, acting in its fiduciary capacity; OR

(c) \_\_\_\_\_ the grantor(s) of the trust may revoke the trust at any time and regain title to the trust assets and has (have) retained sole investment control over the assets of the trust and the (each) grantor(s) meets at least one of the conditions described above under INDIVIDUAL ACCREDITED INVESTOR STATUS. Please also CHECK the appropriate space in that Section.

### **D. ANY ENTITY (but not an individual person)**

\_\_\_\_\_ All of the equity owners of this entity are accredited investors. (If you are checking this option, EACH owner of the entity must complete Item IV, A, by checking option 1 or 2 or both, as applicable, and complete Item V if you checked option 1 of Item IV, A. Make copies of pages 2 and 3 to do this and note each owner’s name on each copy.)

### **V. INCOME STATEMENT (Round off to the nearest \$5,000)**

ALL ACCREDITED INVESTORS RELYING ON AN INCOME STANDARD (YOU ARE RELYING ON AN INCOME STANDARD IF YOU CHECKED ITEM IV(A)(1)) MUST COMPLETE THIS SECTION.

Please specify the amount of your Income: \_\_\_\_ Individual \_\_\_\_ Joint \_\_\_\_ Trust \_\_\_\_ Beneficiary \_\_\_\_ Shareholder \_\_\_\_ Partner

If you are submitting this Subscription Agreement before January 1, 2016, specify the amount of your Income for:

2015 \_\_\_\_\_  
 2016 \_\_\_\_\_  
 2017 (projected) \_\_\_\_\_

If you are submitting this Subscription Agreement on or after January 1, 2016, specify the amount of your Income for:

2015 \_\_\_\_\_  
 2016 \_\_\_\_\_  
 2017 (projected) \_\_\_\_\_

Current Employer: \_\_\_\_\_ Phone Number (\_\_\_\_) \_\_\_\_\_  
 Position or Title: \_\_\_\_\_  
 Former Employer \_\_\_\_\_  
 (if current employment is less than five years)  
 Period Employed \_\_\_\_\_ to \_\_\_\_\_  
 Position or Title: \_\_\_\_\_

## VI. INVESTMENT EXPERIENCE

(Accredited investors may skip this section.)

The following information is to be provided by the individual making the investment decision or the person acting on behalf of the corporation, partnership, limited liability company, individual retirement account, employee benefit plan or trust.

1. Business or professional education (school, dates of attendance, degrees):

\_\_\_\_\_  
 \_\_\_\_\_

2. Details of any training or experience in financial, business or tax matters not disclosed in the line above:

\_\_\_\_\_

3. Please indicate the frequency of your investment in marketable securities:

\_\_\_\_ Often \_\_\_\_ Occasionally \_\_\_\_ Seldom \_\_\_\_ Never

4. Please state the approximate number and total dollar amount of your investments in private placements (i.e., securities sold in reliance upon a non-public offering exemption from registration under the Securities Act of 1933):

Number \_\_\_\_\_ Amount Invested: \$ \_\_\_\_\_

5. Please initial the appropriate alternative:

\_\_\_\_\_ ALTERNATIVE ONE: I have such knowledge and experience in financial and business matters and in private placement investments in particular that I am capable of evaluating the merits and risks of an investment in the Shares and do not desire to use a purchaser representative in connection with evaluating such merits and risks. I understand, however, that the Company may request that I use a purchaser representative.

\_\_\_\_\_ ALTERNATIVE TWO: I intend to use the services of a purchaser representative(s) in connection with evaluating the merits and risks of an investment in the securities and hereby appoint such person(s) to act as my purchaser representative(s) in connection with my proposed purchase of Shares. **(Please contact the Company for**



**further instructions).**

Name of Purchaser Representative if Alternative Two chosen:

\_\_\_\_\_ Telephone number (\_\_\_\_) \_\_\_\_\_

## VII. CERTIFICATIONS

I understand that investment in the securities is an illiquid investment. In particular, I recognize that: (i) I must bear the economic risk of investment in the securities for an indefinite period of time, since the securities have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), and therefore cannot be sold unless either they are subsequently registered under the Securities Act or an exemption from such registration is available and a favorable opinion of counsel for the Company to that effect is obtained (if requested by the Company); and (ii) no established market will exist and it is possible that no public market for the securities will develop. I consent to the affixing by the Company of such legends on certificates representing the securities as any applicable federal or state securities law may require from time to time.

I represent and warrant to the Company that: (i) the financial information provided in the Subscription Agreement is complete, true and correct; (ii) I and my investment managers, if any, have carefully reviewed and understand the risks of, and other considerations relating to, a purchase of securities, including, but not limited to, the risks set forth under "Risk Factors" in the Private Placement Memorandum (the "Memorandum"); (iii) I and my investment managers, if any, have been afforded the opportunity to obtain any information necessary to verify the accuracy of any representations or information set forth in the Memorandum and have had all inquiries to the Company answered, and have been furnished all requested materials relating to the Company and the offering and sale of the securities and anything set forth in the Memorandum; (iv) neither I nor my investment managers, if any, have been furnished any offering literature by the Company or any of its affiliates, associates or agents other than the Memorandum and the documents referenced therein; and (v) I am acquiring the securities for which I am subscribing for my own account, as principal, for investment and not with a view to the resale or distribution of all or any part of the securities.

The undersigned, if a corporation, partnership, trust or other form of business entity, (i) is authorized and otherwise duly qualified to purchase and hold the securities, (ii) has obtained such additional tax and other advice that it has deemed necessary, (iii) has its principal place of business at its residence address set forth in this Subscription Agreement, and (iv) has not been formed for the specific purpose of acquiring the securities (although this may not necessarily disqualify the subscriber as a purchaser). The persons executing the Subscription Agreement, as well as all other documents related to the Offering, represent that they are duly authorized to execute all such documents on behalf of the entity. (If the undersigned is one of the aforementioned entities, it agrees to supply any additional written information that may be required.)

All of the information which I have furnished to the Company and which is set forth in the Subscription Agreement is correct and complete as of the date of the Subscription Agreement. If any material change in this information should occur prior to my subscription being accepted, I will immediately furnish the revised or corrected information. I further agree to be bound by all of the terms and conditions of the Offering described in the Memorandum. I am the only person with a direct or indirect interest in the securities subscribed for by this Subscription Agreement. I agree to indemnify and hold harmless the Company and its officers, directors and affiliates as well as its placement agents and all their officers, directors and affiliates from and against all damages, losses, costs and expenses (including reasonable attorneys' fees) that they may incur by reason of the failure of the undersigned to fulfill any of the terms or conditions of this Subscription Agreement or by reason of any breach of the representations and warranties made by the undersigned herein or in any document provided by the undersigned to us. This subscription is not transferable or assignable by me without the written consent of the Company. If more than one person is executing this Subscription Agreement, the obligations of each shall be joint and several and the representations and warranties contained in this Subscription Agreement shall be deemed to be made by, and be binding upon, each of these persons and his or her heirs, executors, administrators, successors and assigns. This subscription, upon acceptance by the Company, shall be binding upon my heirs, executors, administrators,

successors and assigns. This Subscription Agreement shall be construed in accordance with and governed in all respects by the laws of the State of Delaware.

I certify that I, either alone or with my purchaser representative, have such knowledge and experience in financial and business matters that I am capable of evaluating the merits and risks of this investment. Under penalties of perjury, I certify that (1) my taxpayer identification number shown in this Subscription Agreement is correct and (2) I am not subject to backup withholding because (a) I have not been notified that I am subject to backup withholding as a result of a failure to report all interest and dividends or (b) the Internal Revenue Service has notified me that I am no longer subject to backup withholding. (If you have been notified that you are subject to backup withholding and the Internal Revenue Service has not advised you that backup withholding has been terminated, strike out item (2).)

BY SIGNING, I ACKNOWLEDGE THAT I HAVE CAREFULLY REVIEWED THE MEMORANDUM AND THE EXHIBITS ATTACHED THERETO RELATED TO THIS INVESTMENT AND AM BOUND BY THE TERMS OF THE SUBSCRIPTION AGREEMENT, THE MEMORANDUM AND THE EXHIBITS ATTACHED THERETO.

## VIII. SIGNATURES

The Subscription Agreement contains various statements and representations by subscribers and should be carefully reviewed in its entirety before executing this signature page.

I hereby certify that I have reviewed and am familiar with the terms of the Subscription Agreement. This Subscription Agreement incorporates by reference all forms of securities to be purchased. I agree to be bound by all of the terms and conditions of this Subscription Agreement, the Memorandum, and all forms of securities presented to me.

Dated \_\_\_\_\_

\_\_\_\_\_  
Print name of individual subscriber, custodian,  
corporation, trustee

\_\_\_\_\_  
Signature of individual subscriber, authorized person  
trustee

\_\_\_\_\_  
Print name of co-subscriber, authorized person,  
co-trustee, if required by trust instrument

\_\_\_\_\_  
Signature of co-subscriber, authorized person,  
co-trustee if required by trust instrument

**Investment Authorization.** The undersigned corporation, partnership, benefit plan or IRA has all requisite authority to acquire the securities hereby subscribed for and to enter into the Subscription Agreement, and further, the undersigned officer, partner or fiduciary of the subscribing entity has been duly authorized by all requisite action on the part of such entity to execute these documents on its behalf. Such authorization has not been revoked and is still in full force and effect.

Check Box: \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Not Applicable

### CAPACITY CLAIMED BY SIGNER:

\_\_\_\_\_ Individual(s)  
\_\_\_\_\_ Partner(s)  
\_\_\_\_\_ Trustee(s)  
\_\_\_\_\_ Corporate \_\_\_\_\_  
Officer(s) \_\_\_\_\_

\_\_\_\_\_  
Title(s)

\_\_\_\_\_ Attorney-In-Fact  
\_\_\_\_\_ Subscribing Witness  
\_\_\_\_\_ Guardian/Conservator  
\_\_\_\_\_ Other: \_\_\_\_\_



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## EXHIBIT B

### INSTRUCTIONS AND DETACHABLE SUBSCRIPTION AGREEMENT FOR EXECUTION AND RETURN

B-1

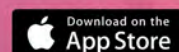
**Bonk Marketing Trade & Promotions Inc.**

**US:** 42 Broadway 1536 New York  
New York 10004 USA

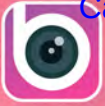
**Philippines:** 3rd Floor Fil-Am Friendship Hi-Way Sampaguita St., Pampang,  
Angeles City, Pampanga 2009 Philippines

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## INSTRUCTIONS FOR COMPLETION OF SUBSCRIPTION AGREEMENT

Item I: Name and address information must be provided. All securities will be issued in the name set forth in this Item and delivered to the address set forth in this Item. If two people are subscribing jointly, both people must provide their names and social security numbers. A telephone number must also be provided.

Item II: If securities are to be held in a different name than the investor and sent to a different address (i.e., an IRA or other account held at a brokerage firm), this Item must be completed. If the securities are to be issued and delivered directly to the entity listed in Item I, this Item II does not need to be filled in.

Item III: This Item needs to be read by the investor.

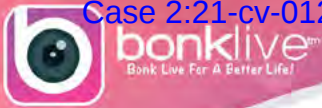
Items IV, V and VI: The investor must complete the Items for one of the following options:

**Accredited Investors:** Items IV and V must be completed. Item IV must be completed by initialing at least one of the appropriate lines showing how the investor qualifies as an accredited investor. Item V must be completed if the investor is relying on income to qualify as an accredited investor.

**Sophisticated Investors:** Item VI must be completed.  
(Definitions of Accredited Investors and Sophisticated Investors are in the Private Placement Memorandum attached to this Subscription Agreement.)

Item VII: This Item needs to be read by the investor.

Item VIII: The Subscription Agreement must be signed and dated.



## INSTRUCTIONS FOR PAYMENT

Complete the Subscription Agreement and mail, fax or deliver it, along with a check made payable to "Boink Live Streaming" in the amount of your subscription to:

### Wiring Instructions

Chase Bank  
Further Final Credit to:  
Account Name: "Boink Live Streaming"  
ABA: 021000021  
Account Number: [REDACTED] 3269

If you need assistance, please contact:

John Lamb, President  
Boink Live Streaming Corp.  
Phone: (949) 613-5175

## SUBSCRIPTION AGREEMENT Boink Live Streaming Corp. (the "Company")

Please read all instructions and the terms and conditions of this agreement carefully before filling out this application. If you need assistance, please contact John Lamb at (949) 613-5175.

When application is complete, mail or fax the application and your investment to:

Boink Live Streaming Corp.  
Attn: John Lamb  
2122 South 1800 East  
Salt Lake City, UT 84016

Make checks payable to "Boink Live Streaming."

\_\_\_\_\_ Check here if you are sending your subscription funds by wire transfer.

\_\_\_\_\_ Check here if you previously invested in this Offering.

### I. ACCOUNT REGISTRATION – Check One

\_\_\_\_\_ Individual \_\_\_\_\_ Joint \_\_\_\_\_ Pension or Profit \_\_\_\_\_ Corporation,  
Account \_\_\_\_\_ If no line is checked \_\_\_\_\_ Sharing \_\_\_\_\_ Partnership, Trust,  
\_\_\_\_\_ the securities as JTWROS. \_\_\_\_\_ IRA \_\_\_\_\_ Association or Other  
\_\_\_\_\_ Joint Tenant with \_\_\_\_\_ Right of Survivorship  
\_\_\_\_\_ Tenants in Common  
\_\_\_\_\_ Tenants by Entirety  
\_\_\_\_\_ Community Property

\_\_\_\_\_  
Name of Applicant, Custodian, Corporation, Trust or Beneficiary

\_\_\_\_\_ M or \_\_\_\_\_ F \_\_\_\_\_  
Date of Birth Soc. Sec./Tax ID# \_\_\_\_\_ \*

\_\_\_\_\_  
Name of Joint Tenant or Trustee (if applicable)

\_\_\_\_\_ M or \_\_\_\_\_ F \_\_\_\_\_  
Date of Birth Soc. Sec./Tax ID# \_\_\_\_\_ \*

\_\_\_\_\_  
Name of Additional Trustee (if applicable) Date of Trust

Marital Status (please check one) \_\_\_\_\_ Single \_\_\_\_\_ Married \_\_\_\_\_ Separated \_\_\_\_\_ Divorced

\$ \_\_\_\_\_ Investment Amount ( \_\_\_\_\_ Share(s) x \$5.00 per Share; minimum \$20,000  
(4,000 Shares) unless otherwise approved by the Company)

\*Please place a check next to the Soc. Sec. # or Tax ID # responsible for taxes. We will report this number to this IRS.

## HOME ADDRESS

THIS ADDRESS WILL BE USED FOR MAILING UNLESS YOU INDICATE OTHERWISE.  
ALSO COMPLETE ITEM II FOR MAILING TO CUSTODIAL IRAs

Street Address \_\_\_\_\_

Unit Number \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip +4 \_\_\_\_\_

Home Phone Number (with Area Code) (\_\_\_\_\_) \_\_\_\_\_ / FAX Number (with Area Code) (\_\_\_\_\_) \_\_\_\_\_

E-mail Address \_\_\_\_\_

## BUSINESS ADDRESS

Name of Company \_\_\_\_\_

Street Address \_\_\_\_\_

Suite Number \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip +4 \_\_\_\_\_

Business Phone Number (with Area Code) (\_\_\_\_\_) \_\_\_\_\_ / Fax Number (with Area Code) (\_\_\_\_\_) \_\_\_\_\_

E-mail Address \_\_\_\_\_

## II. ALTERNATIVE DISTRIBUTION INFORMATION (CUSTODIAN)

YOU MUST COMPLETE THIS SECTION IF THIS IS AN IRA INVESTMENT:

Name of Firm (Bank, Brokerage, Custodian): \_\_\_\_\_

Account Name: \_\_\_\_\_

Account Number: \_\_\_\_\_

Name of Stock Certificate: \_\_\_\_\_

Representative Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_ \

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_ B-5 \_\_\_\_\_



### III. SUBSCRIPTION AGREEMENT

You as an individual or you on behalf of the subscribing entity are being asked to complete this Subscription Agreement so that a determination can be made as to whether or not you (it) are qualified to purchase securities under applicable federal and state securities laws.

Your answers to the questions contained herein must be true and correct in all respects, and a false representation by you may constitute a violation of law for which a claim for damages may be made against you.

Your answers will be kept strictly confidential; however, by signing this Subscription Agreement, you will be authorizing the Company to present a completed copy of this Subscription Agreement to such parties as they may deem appropriate in order to make certain that the offer and sale of the securities will not result in a violation of the Securities Act of 1933, as amended, or of the securities laws of any state.

This Subscription Agreement does not constitute an offer to sell and may be accepted or rejected in whole or in part in the sole discretion of the Company. If the subscription is rejected, the funds submitted by the investor will be promptly returned, and this Agreement shall have no force or effect.

All questions must be answered. If the appropriate answer is "None" or "Not Applicable," please state so. Please print or type your answers to all questions and attach additional sheets if necessary to complete your answers to any item. Please initial any correction.

#### INDIVIDUAL SUBSCRIBERS:

If the securities subscribed for are to be owned by more than one person, you and the other co-subscriber must each complete a separate Subscription Agreement (except if the co-subscriber is your spouse) and sign the Signature Page annexed hereto. If your spouse is a co-subscriber, you must indicate your spouse's name and social security number.

#### CORPORATIONS, PARTNERSHIPS, PENSION PLANS AND TRUSTS:

The information requested herein relates to the subscribing entity and not to you personally (unless otherwise determined in the ACCREDITED INVESTOR STATUS section).

### IV. ACCREDITED INVESTOR STATUS

TO BE AN ACCREDITED INVESTOR, YOU MUST MEET ONE OF THE FOLLOWING TESTS. PLEASE CHECK THE APPROPRIATE SPACES BELOW.

#### A. INDIVIDUAL ACCOUNTS

I certify that I am an "accredited investor" because:

1. \_\_\_\_\_ I had an individual income of more than \$200,000 in each of the two most recent calendar years, and I reasonably expect to have an individual income in excess of \$200,000 in the current calendar year; or my spouse and I had joint income in excess of \$300,000 in each of the two most recent calendar years, and we reasonably expect to have a joint income in excess of \$300,000 in the current calendar year (note: Item V, Income Statement, must be completed if you check this option);

**OR**

2. \_\_\_\_\_ I have an individual net worth, or my spouse <sup>B-6</sup> and I have a joint net worth, in excess of \$1,000,000

(excluding my (our) primary residence).

For purposes of this Subscription Agreement, “individual income” means “adjusted gross income” as reported for Federal income tax purposes, exclusive of any income attributable to a spouse or to property owned by a spouse, and increased by the following amounts: (i) the amount of any interest income received which is tax-exempt under Section 103 of the Internal Revenue Code of 1986, as amended, (the “Code”), (ii) the amount of losses claimed as a limited partner in a limited partnership (as reported on Schedule E of form 1040), (iii) any deduction claimed for depletion under Section 611 et seq. of the Code and (iv) any amount by which income from long-term capital gains has been reduced in arriving at adjusted gross income pursuant to the provisions of Sections 1202 of the Internal Revenue Code as it was in effect prior to enactment of the Tax Reform Act of 1986.

For purposes of this Subscription Agreement, “joint income” means, “adjusted gross income,” as reported for Federal income tax purposes, including any income attributable to a spouse or to property owned by a spouse, and increased by the following amounts: (i) the amount of any interest income received which is tax-exempt under Section 103 of the Internal Revenue Code of 1986, as amended (the “Code”), (ii) the amount of losses claimed as a limited partner in a limited partnership (as reported on Schedule E of Form 1040), (iii) any deduction claimed for depletion under Section 611 et seq. of the Code and (iv) any amount by which income from long-term capital gains has been reduced in arriving at adjusted gross income pursuant to the provisions of Section 1202 of the Internal Revenue Code as it was in effect prior to enactment of the Tax Reform Act of 1986.

For the purposes of the Subscription Agreement, “net worth” means (except as otherwise specifically defined) the excess of total assets at fair market value, excluding your primary residence (and the related amount of indebtedness secured by the primary residence up to its fair market value, *provided, however*, that indebtedness secured by the residence in excess of the value of the home should be considered a liability and deducted from your net worth), but including all other real and personal property, over total liabilities, including mortgages and income taxes on unrealized appreciation of assets.

## **B. CORPORATIONS, PARTNERSHIPS, LIMITED LIABILITY COMPANIES, EMPLOYEE BENEFIT PLANS OR IRAS**

(Please provide a copy of the Corporate Resolution, Partnership Agreement, Limited Liability Company Operating Agreement, or Profit Sharing Plan, as applicable)

1. Has the subscribing entity been formed for the specific purpose of investing in the securities? \_\_\_\_\_ YES  
\_\_\_\_\_ NO

If your answer to question 1 is “No,” CHECK whichever of the following statements (a-e) is applicable to the subscribing entity. If your answer to question 1 is “Yes,” the subscribing entity must be able to certify to statement (2) below in order to qualify as an “accredited investor.”

The undersigned entity certifies that it is an “accredited investor” because it is:

(a) \_\_\_\_\_ an employee benefit plan within the meaning of Title I of the Employee Retirement Income Security Act of 1974, provided that the investment decision is made by a plan fiduciary, as defined in section 3(21) of such Act, and the plan fiduciary is a bank, savings and loan association, insurance company or registered investment adviser; OR

(b) \_\_\_\_\_ an employee benefit plan within the meaning of Title I of the Employee Retirement Income Security Act of 1974 that has total assets in excess of \$5,000,000; OR

(c) \_\_\_\_\_ each of its shareholders, partners, or beneficiaries meets at least one of the following conditions described above under INDIVIDUAL ACCREDITED INVESTOR STATUS in Section A of Item V above. Please also CHECK the appropriate space in B-7 Section A of Item V above. (Note: Item V, Income Statement, must be completed for each shareholder, partner or beneficiary if you are relying upon an

income standard by checking option 1 in Section A of Item IV above.) OR

(d) \_\_\_\_\_ the plan is a self-directed employee benefit plan and the investment decision is made solely by a person that meets at least one of the conditions described above under INDIVIDUAL ACCREDITED INVESTOR STATUS in Section A of Item IV above. Please also CHECK the appropriate space in Section A of Item IV above. (Note: Item V, Income Statement, must be completed if you are relying upon an income standard by checking option 1 in Section A of Item IV above.) OR

(e) \_\_\_\_\_ a corporation, a partnership or a Massachusetts or similar business trust with total assets in excess of \$5,000,000.

2. If the answer to Question 1 above is "Yes," please certify the statement below is true and correct:

\_\_\_\_\_ The undersigned entity certifies that it is an accredited investor because each of its shareholder or beneficiaries meets at least one of the conditions described above under INDIVIDUAL ACCREDITED INVESTOR STATUS in Section A of Item IV above. Please also CHECK the appropriate space in Section A of Item IV above. (Note: Item V, Income Statement, must be completed if you are relying upon an income standard by checking option 1 in Section A of Item IV above.)

### **C. TRUST ACCOUNTS**

(Please provide complete copy of the Trust)

1. Has the subscribing entity been formed for the specific purpose of investing in the securities? \_\_\_\_\_ YES  
\_\_\_\_\_ NO

If your answer to question 1 is "No," CHECK whichever of the following statements (a-c) is applicable to the subscribing entity. If your answer to question 1 is "Yes," the subscribing entity must be able to certify to the statement (c) below in order to qualify as an "accredited investor." The undersigned trustee certifies that the trust is an "accredited investor" because:

(a) \_\_\_\_\_ The trust has total assets in excess of \$5,000,000 and the investment decision has been made by a "sophisticated person" as described in Rule 506(b)(2)(ii) promulgated under the Act; OR

(b) \_\_\_\_\_ The trustee making the investment decision on its behalf is a bank (as defined in Section 3(a)(2) of the Act), a saving and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act, acting in its fiduciary capacity; OR

(c) \_\_\_\_\_ the grantor(s) of the trust may revoke the trust at any time and regain title to the trust assets and has (have) retained sole investment control over the assets of the trust and the (each) grantor(s) meets at least one of the conditions described above under INDIVIDUAL ACCREDITED INVESTOR STATUS. Please also CHECK the appropriate space in that Section.

### **D. ANY ENTITY (but not an individual person)**

\_\_\_\_\_ All of the equity owners of this entity are accredited investors. (If you are checking this option, EACH owner of the entity must complete Item IV, A, by checking option 1 or 2 or both, as applicable, and complete Item V if you checked option 1 of Item IV, A. Make copies of pages 2 and 3 to do this and note each owner's name on each copy.)

### **V. INCOME STATEMENT (Round off to the nearest \$5,000)**

ALL ACCREDITED INVESTORS RELYING ON AN INCOME STANDARD (YOU ARE RELYING ON AN INCOME STANDARD IF YOU CHECKED ITEM IV(A)(1)) MUST COMPLETE THIS SECTION.

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Please specify the amount of your Income: \_\_\_\_ Individual \_\_\_\_ Joint \_\_\_\_ Trust \_\_\_\_ Beneficiary \_\_\_\_ Shareholder \_\_\_\_ Partner

If you are submitting this Subscription Agreement before January 1, 2016, specify the amount of your Income for:

2015 \_\_\_\_\_  
2016 \_\_\_\_\_  
2017 (projected) \_\_\_\_\_

If you are submitting this Subscription Agreement on or after January 1, 2016, specify the amount of your Income for:

2015 \_\_\_\_\_  
2016 \_\_\_\_\_  
2017 (projected) \_\_\_\_\_

Current Employer: \_\_\_\_\_ Phone Number (\_\_\_\_) \_\_\_\_\_  
Position or Title: \_\_\_\_\_  
Former Employer \_\_\_\_\_  
(if current employment is less than five years)  
Period Employed \_\_\_\_\_ to \_\_\_\_\_  
Position or Title: \_\_\_\_\_

## VI. INVESTMENT EXPERIENCE

(Accredited investors may skip this section.)

The following information is to be provided by the individual making the investment decision or the person acting on behalf of the corporation, partnership, limited liability company, individual retirement account, employee benefit plan or trust.

1. Business or professional education (school, dates of attendance, degrees):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Details of any training or experience in financial, business or tax matters not disclosed in the line above:

\_\_\_\_\_

3. Please indicate the frequency of your investment in marketable securities:

\_\_\_\_ Often \_\_\_\_ Occasionally \_\_\_\_ Seldom \_\_\_\_ Never

4. Please state the approximate number and total dollar amount of your investments in private placements (i.e., securities sold in reliance upon a non-public offering exemption from registration under the Securities Act of 1933):

Number \_\_\_\_\_ Amount Invested: \$ \_\_\_\_\_

5. Please initial the appropriate alternative:

\_\_\_\_\_ ALTERNATIVE ONE: I have such knowledge and experience in financial and business matters and in private placement investments in particular that I am capable of evaluating the merits and risks of an investment in the Shares and do not desire to use a purchaser representative in connection with evaluating such merits and risks. I understand, however, that the Company may request that I use a purchaser representative.

\_\_\_\_\_ ALTERNATIVE TWO: I intend to use the services of a purchaser representative(s) in connection with evaluating the merits and risks of an investment in the \_\_\_\_\_ securities and hereby appoint such person(s) to act as my purchaser representative(s) in connection with myB-9 proposed purchase of Shares. **(Please contact the**



## Telephone number (\_\_\_\_) \_\_\_\_\_-

by, and be binding upon, each of these persons and his or her heirs, executors, administrators, successors and assigns. This subscription, upon acceptance by the Company, shall be binding upon my heirs, executors, administrators, successors and assigns. This Subscription Agreement shall be construed in accordance with and governed in all respects by the laws of the State of Delaware.

I certify that I, either alone or with my purchaser representative, have such knowledge and experience in financial and business matters that I am capable of evaluating the merits and risks of this investment. Under penalties of perjury, I certify that (1) my taxpayer identification number shown in this Subscription Agreement is correct and (2) I am not subject to backup withholding because (a) I have not been notified that I am subject to backup withholding as a result of a failure to report all interest and dividends or (b) the Internal Revenue Service has notified me that I am no longer subject to backup withholding. (If you have been notified that you are subject to backup withholding and the Internal Revenue Service has not advised you that backup withholding has been terminated, strike out item (2).)

BY SIGNING, I ACKNOWLEDGE THAT I HAVE CAREFULLY REVIEWED THE MEMORANDUM AND THE EXHIBITS ATTACHED THERETO RELATED TO THIS INVESTMENT AND AM BOUND BY THE TERMS OF THE SUBSCRIPTION AGREEMENT, THE MEMORANDUM AND THE EXHIBITS ATTACHED THERETO.

## VIII. SIGNATURES

The Subscription Agreement contains various statements and representations by subscribers and should be carefully reviewed in its entirety before executing this signature page.

I hereby certify that I have reviewed and am familiar with the terms of the Subscription Agreement. This Subscription Agreement incorporates by reference all forms of securities to be purchased. I agree to be bound by all of the terms and conditions of this Subscription Agreement, the Memorandum, and all forms of securities presented to me.

Dated \_\_\_\_\_

\_\_\_\_\_  
Print name of individual subscriber, custodian,  
corporation, trustee

\_\_\_\_\_  
Signature of individual subscriber, authorized person  
trustee

\_\_\_\_\_  
Print name of co-subscriber, authorized person,  
co-trustee, if required by trust instrument

\_\_\_\_\_  
Signature of co-subscriber, authorized person,  
co-trustee if required by trust instrument

**Investment Authorization.** The undersigned corporation, partnership, benefit plan or IRA has all requisite authority to acquire the securities hereby subscribed for and to enter into the Subscription Agreement, and further, the undersigned officer, partner or fiduciary of the subscribing entity has been duly authorized by all requisite action on the part of such entity to execute these documents on its behalf. Such authorization has not been revoked and is still in full force and effect.

Check Box: \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ Not Applicable

### CAPACITY CLAIMED BY SIGNER:

\_\_\_\_\_ Individual(s)

\_\_\_\_\_ Partner(s)

\_\_\_\_\_ Trustee(s)

\_\_\_\_\_ Corporate

Officer(s)

\_\_\_\_\_  
Title(s)

\_\_\_\_\_ Attorney-In-Fact

\_\_\_\_\_ Subscribing Witness

\_\_\_\_\_ Guardian/Conservator

\_\_\_\_\_ Other \_\_\_\_\_